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May 6, 2011

Beth Salak, Director Division of Regulatory Analysis Attn: Tariff Section 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of the General Subscriber Service Tariff:

#### **General Subscriber Service Tariff**

Section A42 - Eighth Revised Page 37.1

- Fifth Revised Page 38

The purpose of this filing is to add optional six and twelve month term contract extensions to the Primary Rate ISDN product offering. The effective date of this tariff modification is May 9, 2011.

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

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (slg)

Regulatory Vice President

Attachments



#### **EXECUTIVE SUMMARY**

#### **Description of Proposed Tariff**

This General Subscriber Service Tariff (GSST) filing provides for optional six (6) and twelve (12) month term contract extensions for Bellsouth Primary Rate ISDN service. During the last ninety (90) days of the contract term or an existing term extension as being introduced, customers may extend their contract with the same rates, terms and conditions for up to two additional 6-month term extensions and two additional 12-month term extensions, in any combination.

During the 6-month term contract extension period(s), the customer may terminate the service, or any service components, at any service location on thirty (30) days' notice without incurring Termination Charges. Requests to terminate a 12-month contract extension prior to the end of the term shall generate a Termination Charge. Termination Charges shall be calculated for each 12-month extension, as a separate service term agreement, as described in the tariff.

The proposed effective date of this filing is May 9, 2011.

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TELECOMMUNICATIONS, INC.

Cancels Seventh Revised Page 37.1 Cancels Seventh Revised Page

37.1Cancels Sixth Revised Page 37.1 **FLORIDA** 

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BY: Marshall M. Criser III, President -FL

Miami, Florida

## A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

# A42.3 BellSouth Primary Rate ISDN (Cont'd)

#### A42.3.1 General (Cont'd)

- P. (Cont'd)
  - Calls may be overflowed from an ERS Dedicated Route Arrangement to an ERS Final Route Arrangement by utilizing the Overflow Feature for ERS Dedicated Route Arrangements. When all facilities are busy on the Customer's Dedicated Arrangement from a particular target local calling area, the Overflow Feature allows additional calls to be switched over interoffice trunk groups to the customer's local serving central office, where they terminate on ERS Final Route Primary Rate Interfaces and B-Channels, via an ERS FTN. A BellSouth Primary Rate ISDN Access Line or other Company provided transport facility is required for connection to the customer's local serving central office.
  - ERS is jointly provided with other telephone companies only where technically feasible and where mutually agreed upon by the telephone companies involved.
- Q. Calling Name/Number Delivery provides the user who is receiving a call with information about the calling party. Calling names/numbers will be delivered within the Common Channel Signaling System 7 serving area unless delivery is blocked by the customer's equipment.

#### A42.3.2 Regulations

- A. BellSouth Primary Rate ISDN is available on a month-to-month basis or under variable rate periods, with rates based on lengths of twelve to twenty-three months, twenty-four to forty-eight months or forty-nine to seventy-two months under conditions specified in the Channel Services Payment Plan (CSPP) in B2.4 of the Private Line Service Tariff and as stated following:
  - A volume discount schedule is available to customers under month to month or contract rates as described in A42.3.4.E. A rate discount for BellSouth Primary Rate ISDN Interfaces is calculated based upon the quantity of BellSouth Primary Rate ISDN Interfaces on a billing account. In addition, a discount for BellSouth Primary Rate ISDN B-Channels is calculated based upon the number of BellSouth Primary Rate ISDN B-Channels on a billing account.
  - A Termination Liability Charge is applicable if service is terminated prior to expiration of the contract. The applicable charge is equal to the number of months remaining in the contract times fifty percent (50%) of the monthly rate provided under the contract.
  - A Termination Liability Charge shall not apply for the termination of B-Channels prior to the expiration of the contract.
  - During the last ninety (90) days of a CSPP contract or an existing term extension as provided in this paragraph, in addition to the Renewal Options stated in B2.4.9.A.7., customers may extend their CSPP contract with the same rates, terms and conditions for up to two additional 6-month term extensions and two additional 12-month term extensions, in any combination. Term extensions may include associated transport rate elements as provided in A42.3.4. However, term extensions are not available for other Company provided transport facilities services being utilized to provide BellSouth Primary Rate ISDN, as described in A42.3.1.E. The availability of this term extension option at any time is subject to the Company's right to discontinue or to otherwise change this option. Customers who exercise the term extension are not entitled to a different rate based on the overall term as extended (e.g., customers who initially have a 36month CSPP and extend it by an additional 24 months are not entitled to the rates allowed under a 60-month CSPP). An extension will begin on the expiration date of the existing CSPP or term extension. The customer will be required to sign an addendum to their CSPP contract for each term extension.

During the 6-month term contract extension period(s), the customer may terminate the service, or any service components, at any service location on thirty (30) days' notice without incurring a Termination Liability Charge.

Requests to terminate a 12-month term extension prior to the end of the term shall generate a Termination Liability Charge. Termination Liability Charges shall be calculated for each 12-month extension, as a separate service term agreement, as illustrated in 2. and 3, preceding.

- Nonrecurring charges associated with the BellSouth Primary Rate ISDN Access Line or Interoffice Channel facilities will not be applicable when upgrading from an existing MegaLink service to BellSouth Primary Rate ISDN. A Type 1 Service Change Charge as specified in A42.3.4.G. will be applicable for the MegaLink service upgrade in addition to nonrecurring charges for other BellSouth Primary Rate ISDN rate elements ordered.
- No nonrecurring charges will be applicable when converting MegaLink ISDN service to BellSouth Primary Rate ISDN or for converting from one BellSouth Primary Rate ISDN option to another, e.g., Voice/Data to Inward Data or Inward Data to

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**BELLSOUTH** 

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Miami, Florida

Inward Data Extended Reach Service (ERS). The term "conversion" means that the Primary Rate Interface(s) remain in place in the same central office. If the Primary Rate Interface(s) are moved in connection with ERS, the change is considered a rearrangement and regulations stated in D. following are applicable. No termination charges are applicable for conversions when:

- 1. The contract selected for the new BellSouth Primary Rate ISDN arrangement is coterminous with the previous contract or is for a 24 month period, whichever is longer, and,
- The service orders to disconnect the previous arrangement and to install the new BellSouth Primary Rate ISDN
  arrangement are related together and received by the Company at the same time with no lapse in billing of service.
- D. Rearrangement charges stated in A42.3.4.G. are applicable for moves of Primary Rate Interfaces from one central office to another in connection with the initial installation of Inward Data ERS or for subsequent moves of Primary Rate Interfaces from one central office to another for ERS Final or Dedicated arrangements. Termination Liability charges are not applicable if the number of Primary Rate Interfaces is not reduced.

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BY: Marshall M. Criser III, President -FLBY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL

Miami, Florida

# A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

# A42.3 BellSouth® Primary Rate ISDN (Cont'd)

## A42.3.2 Regulations (Cont'd)

- No nonrecurring charges will be applicable when converting MegaLink ISDN service to BellSouth Primary Rate ISDN or for converting from one BellSouth Primary Rate ISDN option to another, e.g., Voice/Data to Inward Data or Inward Data to Inward Data Extended Reach Service (ERS). The term "conversion" means that the Primary Rate Interface(s) remain in place in the same central office. If the Primary Rate Interface(s) are moved in connection with ERS, the change is considered a rearrangement and regulations stated in D. following are applicable. No termination charges are applicable for conversions when:
  - 1. The contract selected for the new BellSouth Primary Rate ISDN arrangement is coterminous with the previous contract or is for a 24 month period, whichever is longer, and,
  - The service orders to disconnect the previous arrangement and to install the new BellSouth Primary Rate ISDN arrangement are related together and received by the Company at the same time with no lapse in billing of service.
- Rearrangement charges stated in A42.3.4.G. are applicable for moves of Primary Rate Interfaces from one central office to another in connection with the initial installation of Inward Data ERS or for subsequent moves of Primary Rate Interfaces from one central office to another for ERS Final or Dedicated arrangements. Termination Liability charges are not applicable if the number of Primary Rate Interfaces is not reduced.
- Upgrades, from a MegaLink<sup>⊕</sup> service and/or a MegaLink<sup>⊕</sup> channel service contract arrangement, are permitted with no Termination Liability when:
  - A new contract is selected for the BellSouth® Primary Rate ISDN equal to or greater in length than the arrangement being terminated, and
  - The service orders to disconnect the MegaLink® channel service arrangement and to install the BellSouth® Primary Rate ISDN are related together and received by the Company at the same time with no lapse in billing of service.
- The minimum subscription period for which month-to-month BellSouth Primary Rate ISDN is furnished and for which charges are applicable is one month.
- Unless otherwise specified, the regulations for BellSouth® Primary Rate ISDN stated herein apply in addition to the regulations set forth in Section-A2. of this Tariff.
- Customer Premises Equipment (CPE) that is compatible with the BellSouth Primary Rate ISDN interface is the responsibility of the customer.
- The Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provisioning of BellSouth Primary Rate ISDN render any facilities provided by the customer obsolete, or require modification or alteration of such equipment or system, or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the customer.
- J. Suspension of service is not allowed.
- Regulations for Allowance of Interruptions apply as specified in Section B2. of the Private Line Services Tariff.
- Service Charges in Section A4. of this Tariff do not apply L.
- Hunting rates, Direct Inward Dialing (DID) rates, Customized Code Restriction rates, Selective Class of Call Screening, and Foreign Exchange rates, do not apply.
- Verification and Emergency Interrupt service is not available.
- Calling telephone numbers transmitted via the BellSouth Primary Rate ISDN are intended solely for the use of the BellSouth Primary Rate ISDN subscriber. Resale of this information is prohibited by this Tariff except the caller's telephone numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.
- Non-facility Associated Signaling (NFAS) provides the capability to control multiple DS1s with a single D-Channel. This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation and where switch capacity exists. When NFAS is selected, the customer will order one BellSouth® Primary Rate ISDN arrangement with one D-Channel and up to 23 B-Channels. Additional BellSouth<sup>®</sup> Primary Rate ISDN arrangements are ordered with up to 24 B-Channels at rates and charges provided in A42.3.4. The D-Channel activated on the initial arrangement serves the additional BellSouth® Primary Rate ISDN arrangements. If the customer desires, he may also request a back-up D-Channel with the NFAS option. The Voice/Data (Standard) BellSouth<sup>®</sup> Primary Rate ISDN and Digital Data Only option BellSouth<sup>®</sup> Primary Rate ISDN arrangements may not be mixed in the same NFAS group.

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Registered Service Mark of BellSouth Intellectual Property Corporation

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BY: Marshall M. Criser III, President -FL

Miami, Florida

**FLORIDA** 

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# A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

### A42.3 BellSouth Primary Rate ISDN (Cont'd)

#### A42.3.1 General (Cont'd)

- P. (Cont'd)
  - 4. Calls may be overflowed from an ERS Dedicated Route Arrangement to an ERS Final Route Arrangement by utilizing the Overflow Feature for ERS Dedicated Route Arrangements. When all facilities are busy on the Customer's Dedicated Arrangement from a particular target local calling area, the Overflow Feature allows additional calls to be switched over interoffice trunk groups to the customer's local serving central office, where they terminate on ERS Final Route Primary Rate Interfaces and B-Channels, via an ERS FTN. A BellSouth Primary Rate ISDN Access Line or other Company provided transport facility is required for connection to the customer's local serving central office.
  - 5. ERS is jointly provided with other telephone companies only where technically feasible and where mutually agreed upon by the telephone companies involved.
- **Q.** Calling Name/Number Delivery provides the user who is receiving a call with information about the calling party. Calling names/numbers will be delivered within the Common Channel Signaling System 7 serving area unless delivery is blocked by the customer's equipment.

#### A42.3.2 Regulations

- **A.** BellSouth Primary Rate ISDN is available on a month-to-month basis or under variable rate periods, with rates based on lengths of twelve to twenty-three months, twenty-four to forty-eight months or forty-nine to seventy-two months under conditions specified in the Channel Services Payment Plan (*CSPP*) in B2.4 of the Private Line Service Tariff and as stated following:
  - A volume discount schedule is available to customers under month to month or contract rates as described in A42.3.4.E.
     A rate discount for BellSouth Primary Rate ISDN Interfaces is calculated based upon the quantity of BellSouth Primary Rate ISDN Interfaces on a billing account. In addition, a discount for BellSouth Primary Rate ISDN B-Channels is calculated based upon the number of BellSouth Primary Rate ISDN B-Channels on a billing account.
  - 2. A Termination Liability Charge is applicable if service is terminated prior to expiration of the contract. The applicable charge is equal to the number of months remaining in the contract times fifty percent (50%) of the monthly rate provided under the contract.
  - 3. A Termination Liability Charge shall not apply for the termination of B-Channels prior to the expiration of the contract.
  - 4. During the last ninety (90) days of a CSPP contract or an existing term extension as provided in this paragraph, in addition to the Renewal Options stated in B2.4.9.A.7., customers may extend their CSPP contract with the same rates, terms and conditions for up to two additional 6-month term extensions and two additional 12-month term extensions, in any combination. Term extensions may include associated transport rate elements as provided in A42.3.4. However, term extensions are not available for other Company provided transport facilities services being utilized to provide BellSouth Primary Rate ISDN, as described in A42.3.1.E. The availability of this term extension option at any time is subject to the Company's right to discontinue or to otherwise change this option. Customers who exercise the term extension are not entitled to a different rate based on the overall term as extended (e.g., customers who initially have a 36-month CSPP and extend it by an additional 24 months are not entitled to the rates allowed under a 60-month CSPP). An extension will begin on the expiration date of the existing CSPP or term extension. The customer will be required to sign an addendum to their CSPP contract for each term extension.

During the 6-month term contract extension period(s), the customer may terminate the service, or any service components, at any service location on thirty (30) days' notice without incurring a Termination Liability Charge.

Requests to terminate a 12-month term extension prior to the end of the term shall generate a Termination Liability Charge. Termination Liability Charges shall be calculated for each 12-month extension, as a separate service term agreement, as illustrated in 2. and 3, preceding.

**B.** Nonrecurring charges associated with the BellSouth Primary Rate ISDN Access Line or Interoffice Channel facilities will not be applicable when upgrading from an existing MegaLink service to BellSouth Primary Rate ISDN. A Type 1 Service Change Charge as specified in A42.3.4.G. will be applicable for the MegaLink service upgrade in addition to nonrecurring charges for other BellSouth Primary Rate ISDN rate elements ordered.

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Miami, Florida

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## A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

# A42.3 BellSouth® Primary Rate ISDN (Cont'd)

#### A42.3.2 Regulations (Cont'd)

- C. No nonrecurring charges will be applicable when converting MegaLink ISDN service to BellSouth Primary Rate ISDN or for converting from one BellSouth Primary Rate ISDN option to another, e.g., Voice/Data to Inward Data or Inward Data to Inward Data Extended Reach Service (ERS). The term "conversion" means that the Primary Rate Interface(s) remain in place in the same central office. If the Primary Rate Interface(s) are moved in connection with ERS, the change is considered a rearrangement and regulations stated in D. following are applicable. No termination charges are applicable for conversions when:
  - 1. The contract selected for the new BellSouth Primary Rate ISDN arrangement is coterminous with the previous contract or is for a 24 month period, whichever is longer, and,
  - 2. The service orders to disconnect the previous arrangement and to install the new BellSouth Primary Rate ISDN arrangement are related together and received by the Company at the same time with no lapse in billing of service.
- **D.** Rearrangement charges stated in A42.3.4.G. are applicable for moves of Primary Rate Interfaces from one central office to another in connection with the initial installation of Inward Data ERS or for subsequent moves of Primary Rate Interfaces from one central office to another for ERS Final or Dedicated arrangements. Termination Liability charges are not applicable if the number of Primary Rate Interfaces is not reduced.
- E. Upgrades, from a MegaLink service and/or a MegaLink channel service contract arrangement, are permitted with no Termination Liability when:
  - A new contract is selected for the BellSouth Primary Rate ISDN equal to or greater in length than the arrangement being terminated, and
  - 2. The service orders to disconnect the MegaLink channel service arrangement and to install the BellSouth Primary Rate ISDN are related together and received by the Company at the same time with no lapse in billing of service.
- F. The minimum subscription period for which month-to-month BellSouth Primary Rate ISDN is furnished and for which charges are applicable is one month.
- G. Unless otherwise specified, the regulations for BellSouth Primary Rate ISDN stated herein apply in addition to the regulations set forth in A2.
- H. Customer Premises Equipment (CPE) that is compatible with the BellSouth Primary Rate ISDN interface is the responsibility of the customer.
- I. The Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provisioning of BellSouth Primary Rate ISDN render any facilities provided by the customer obsolete, or require modification or alteration of such equipment or system, or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the customer.
- J. Suspension of service is not allowed.
- K. Regulations for Allowance of Interruptions apply as specified in B2.
- L. Service Charges in A4. do not apply
- M. Hunting rates, Direct Inward Dialing (DID) rates, Customized Code Restriction rates, Selective Class of Call Screening, and Foreign Exchange rates, do not apply.
- N. Verification and Emergency Interrupt service is not available.
- O. Calling telephone numbers transmitted via the BellSouth Primary Rate ISDN are intended solely for the use of the BellSouth Primary Rate ISDN subscriber. Resale of this information is prohibited by this Tariff except the caller's telephone numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.
- P. Non-facility Associated Signaling (NFAS) provides the capability to control multiple DS1s with a single D-Channel. This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation and where switch capacity exists. When NFAS is selected, the customer will order one BellSouth Primary Rate ISDN arrangement with one D-Channel and up to 23 B-Channels. Additional BellSouth Primary Rate ISDN arrangements are ordered with up to 24 B-Channels at rates and charges provided in A42.3.4. The D-Channel activated on the initial arrangement serves the additional BellSouth Primary Rate ISDN arrangements. If the customer desires, he may also request a back-up D-Channel with the NFAS option. The Voice/Data (Standard) BellSouth Primary Rate ISDN and Digital Data Only option BellSouth Primary Rate ISDN arrangements may not be mixed in the same NFAS group.

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