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Director
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May 27, 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 A3 - 3rd Revised Page 134

The purpose of this filing is to clarify the intent of the language regarding the Line Connection Waiver in Complete Choice for Business Term Plan.

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
CCFB Term Plan Revised
Tariff Package FL-2005-130**

Introduction

This tariff seeks to clarify the intent of the language regarding the Line Connection Waiver in Complete Choice for Business Term Plan. The current language could be mistakenly applied to existing CCFB Term Plan customers and should only apply to new customers. The proposed language explicitly states that the Line Connection Waiver for CCFB Term Plan will only apply to new customers who sign a term plan on after May 1, 2005.

ISSUED: ~~May 27, 2005~~ April 15, 2005

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

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

A3. BASIC LOCAL EXCHANGE

A3.45 Complete Choice For Business Package (Cont'd) (⊕)

A3.45.2 Rates and Charges (Cont'd)

- B. Service charges specified in Section A4 of this Tariff are applicable for the installation of new lines at the subscriber's premises. These charges are not applicable for existing customers who wish to move from an existing line to a Complete Choice for Business package. (⊕)
- C. Service charges do not apply for transactions which only involve additions, deletions or changes to the services or features provided as part of a Complete Choice for Business package. (⊕)

A3.45.3 Term Plan

- A. The Complete Choice For Business package Term Plan is available for any business customer who subscribes to a Complete Choice For Business package. (⊕)
- B. For a Term Plan election dated prior to October 1, 2002, the Complete Choice For Business package Term Plan offers discounts off rates shown in A3.45.2 preceding. For a Term Plan election dated on or after October 1, 2002, the Complete Choice for Business package Term Plan offers the rewards specified in D. following that apply to the rates shown in A3.45.2 preceding. For a Term Plan election dated on or after May 1, 2005, the Complete Choice for Business package Term Plan offers discounts off rates shown in A3.45.2 preceding. (⊕)
- C. A termination liability will be assessed to subscribers who terminate the service prior to the expiration of the term commitment. For a Complete Choice for Business package Term Plan election dated prior to October 1, 2002, the amount to be assessed will be equal to the amount of the discounted charges that the subscriber had received as a result of the subscriber's participation in the Term Plan. For a Complete Choice for Business package Term Plan election dated on or after October 1, 2002, the amount to be assessed will be equal to five dollars multiplied by the number of months remaining on the term. (⊕)
- D. The Complete Choice For Business package Term Plan discounts or rewards, and termination multipliers are as follows: (⊕)

	Term	Discount or Reward	Termination Multiplier
1. For Term Plan elections dated on or after July 1, 2003	12 months	8%	\$20.00
2. For Term Plan elections dated on or after July 1, 2003	24 months	15%	\$20.00
3. For Term Plan elections dated on or after July 1, 2003	36 months	25%	\$20.00
4. For Term Plan elections dated prior to July 1, 2003	24 months	5%	\$5.00
5. For Term Plan elections dated prior to July 1, 2003	36 months	8%	\$5.00

- E. A customer who has twelve months or less remaining on a Complete Choice for Business package Term Plan of the type specified in D.4. or D.5. preceding or any other BellSouth Small Business Services local exchange service term plan, program or promotion that includes provisions for a termination liability may terminate the qualifying existing plan, program or promotion without incurring termination liability by establishing a new Complete Choice for Business package Term Plan election that provides a number of business access lines equal to or greater than the terminated plan, program or promotion. (⊕)
- F. Subscribers who participate in a new Term Plan on or after May 1, 2005, the program and subscribe to new service during the term under the Complete Choice for Business package, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This only includes the Line Connection Charge (first and additional lines) and the Charge for Change in Service, if applicable. (⊕)(C)
- G. For a Term Plan election dated on or after May 1, 2005, unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, this Subscriber 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 Subscriber term election agreement expiration date and the automatic renewal provision beginning approximately one hundred eighty (180) days prior to its expiration, depending upon the Subscriber's billing cycle. For a Term Plan election dated prior to May 1, 2005, if the Subscriber does not renew the Subscriber Election agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for services. (⊕)

A3. BASIC LOCAL EXCHANGE

A3.45 Complete Choice For Business Package (Cont'd)

A3.45.2 Rates and Charges (Cont'd)

- B. Service charges specified in Section A4 of this Tariff are applicable for the installation of new lines at the subscriber's premises. These charges are not applicable for existing customers who wish to move from an existing line to a Complete Choice for Business package.
- C. Service charges do not apply for transactions which only involve additions, deletions or changes to the services or features provided as part of a Complete Choice for Business package.

A3.45.3 Term Plan

- A. The Complete Choice For Business package Term Plan is available for any business customer who subscribes to a Complete Choice For Business package.
- B. For a Term Plan election dated prior to October 1, 2002, the Complete Choice For Business package Term Plan offers discounts off rates shown in A3.45.2 preceding. For a Term Plan election dated on or after October 1, 2002, the Complete Choice for Business package Term Plan offers the rewards specified in D. following that apply to the rates shown in A3.45.2 preceding. For a Term Plan election dated on or after May 1, 2005, the Complete Choice for Business package Term Plan offers discounts off rates shown in A3.45.2 preceding.
- C. A termination liability will be assessed to subscribers who terminate the service prior to the expiration of the term commitment. For a Complete Choice for Business package Term Plan election dated prior to October 1, 2002, the amount to be assessed will be equal to the amount of the discounted charges that the subscriber had received as a result of the subscriber's participation in the Term Plan. For a Complete Choice for Business package Term Plan election dated on or after October 1, 2002, the amount to be assessed will be equal to five dollars multiplied by the number of months remaining on the term.
- D. The Complete Choice For Business package Term Plan discounts or rewards, and termination multipliers are as follows:

	Term	Discount or Reward	Termination Multiplier
1. For Term Plan elections dated on or after July 1, 2003	12 months	8%	\$20.00
2. For Term Plan elections dated on or after July 1, 2003	24 months	15%	\$20.00
3. For Term Plan elections dated on or after July 1, 2003	36 months	25%	\$20.00
4. For Term Plan elections dated prior to July 1, 2003	24 months	5%	\$5.00
5. For Term Plan elections dated prior to July 1, 2003	36 months	8%	\$5.00

- E. A customer who has twelve months or less remaining on a Complete Choice for Business package Term Plan of the type specified in D.4. or D.5. preceding or any other BellSouth Small Business Services local exchange service term plan, program or promotion that includes provisions for a termination liability may terminate the qualifying existing plan, program or promotion without incurring termination liability by establishing a new Complete Choice for Business package Term Plan election that provides a number of business access lines equal to or greater than the terminated plan, program or promotion.
- F. Subscribers who participate in *a new Term Plan on or after May 1, 2005*, and subscribe to new service during the term under the Complete Choice for Business package, will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order. This only includes the Line Connection Charge (first and additional lines) and the Charge for Change in Service, if applicable. (C)
- G. For a Term Plan election dated on or after May 1, 2005, unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, this Subscriber 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 Subscriber term election agreement expiration date and the automatic renewal provision beginning approximately one hundred eighty (180) days prior to its expiration, depending upon the Subscriber's billing cycle. For a Term Plan election dated prior to May 1, 2005, if the Subscriber does not renew the Subscriber Election agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for services.