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December 3, 1998

VIA HAND DELIVERY

Blanca S. Bayo, Director  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0870

RECEIVED-FPSC  
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RECORDS AND REPORTING

Re: Docket No. 981052-TP

Dear Ms. Bayo:

Enclosed for filing and distribution are the original and fifteen copies of the the the following testimony on behalf of the Telephone Company of Central Florida:

1. Direct Testimony and Exhibits of Andrea K. Welch;
2. Direct Testimony and Exhibits of Kenneth E. Koller;
3. Direct Testimony and Exhibits of Elder N. Ripper, III.

Please acknowledge receipt of the above on the extra copy enclosed herein and return them to me. Thank you for your assistance.

Sincerely,

\_\_\_\_\_  
Vicki Gordon Kaufman

\_\_\_\_\_  
VGK/pw  
Encl. 3

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Welch  
DOCUMENT NUMBER-DATE  
13658 DEC-3 98  
Koller  
DOCUMENT NUMBER-DATE  
13659 DEC-3 98

**ORIGINAL**

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition by Telephone Company of )  
Central Florida, Inc. for Resolution of )  
Items Under Dispute in Resale Agreement )  
With BellSouth Telecommunications, Inc. )

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Docket No. 981052-TP

Filed: December 3, 1998

**DIRECT TESTIMONY AND EXHIBITS**

**OF**

**ANDREA K. WELCH**

**ON BEHALF OF**

**THE TELEPHONE COMPANY OF CENTRAL FLORIDA**

DOCUMENT NUMBER-DATE

13658 DEC-3 88

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY

OF

ANDREA K. WELCH

Introduction

1 Q. Please state your name and business address.

2 A. Andrea K. Welch, 3599 West Lake Mary Boulevard, Lake Mary, Florida 32746.

3 Q. What is your occupation and by whom are you employed?

4 A. I am the Chief Operating Officer for the Telephone Company of Central Florida  
5 (TCCF).

6 Q. Please briefly describe the nature of TCCF's business.

7 A. TCCF is a reseller of local and long distance telecommunication services to  
8 businesses and residential customers. TCCF has local Resale Agreements in place  
9 with BellSouth Telecommunications, Inc. (BellSouth), Sprint-Florida, Inc. and  
10 GTE. Long distance services are provided to customers via a Resale Agreement  
11 with IDS Long Distance, Inc. Additionally, TCCF serves as a single point of  
12 contact for customers' order processing and service-related needs. Customers  
13 receive one invoice monthly for all services provided.

14 Q. How long has TCCF been in business in Florida?

15 A. TCCF has been in business in Florida since 1996. It was one of the first

1 companies to execute a Resale Agreement with BellSouth.

2 **Qualifications**

3 **Q. Please describe your education and professional experience.**

4 A. I received a B.S. Degree in Management from the University of South Carolina,  
5 Columbia, South Carolina, 1985. My professional background includes twenty  
6 plus years of general management experience in operations, general administration,  
7 information services, human resources, customer service and marketing support.  
8 My expertise has been acquired while working primarily for privately-owned, high  
9 technology organizations which were experiencing rapid growth. I have  
10 experience in the telecommunications, software development and computer  
11 manufacturing industries.

12 I have been employed with TCCF since the company's inception in  
13 December 1996. My primary responsibilities have included structuring and  
14 staffing the organization, establishing and managing backroom operations,  
15 managing IS activities and serving as primary point-of-contact with resale partners,  
16 third-party billing organizations, government agencies and customers.

17 **Q. On what basis have you worked with BellSouth during your employment with**  
18 **TCCF?**

19 A. I have worked extensively with BellSouth personnel on issues related to parity of  
20 service, implementation of OSS, billing errors and a litany of service-related  
21 issues, including disconnection of customers' service during provisioning, switch  
22 translation problems and trouble ticket problems.



1 existing Agreement is attached as Exhibit No. \_\_\_\_ (AKW-1).

2 **Q. When did TCCF and BellSouth begin negotiations for a new Resale**  
3 **Agreement?**

4 A. At BellSouth's request, dialogue between BellSouth and TCCF began on May 11,  
5 1998 for the purposes of renegotiating the terms of the existing Resale Agreement.  
6 At that time, BellSouth provided TCCF with a "proposed" Agreement marked  
7 Version: February 3, 1998. Exhibit No. \_\_\_\_ (AKW-2). In response, TCCF  
8 drafted and faxed to Ms. Susan Arrington, BellSouth's Manager, Interconnection  
9 Pricing, on May 5, 1998, a list of Items for Discussion. See Exhibit No. \_\_\_\_  
10 (AKW-3). This list became the basis for on-going discussion between BellSouth  
11 and TCCF regarding the renegotiation of a new Resale Agreement.

12 **Q. Please outline the sequence of events that transpired regarding OSS fees while**  
13 **renegotiating the existing Resale Agreement between BellSouth and TCCF.**

14 A. The next to the last bullet point on the Items for Discussion list, (Exhibit No. \_\_\_\_  
15 (AKW-3)), references the addition of an Exhibit A to the "proposed" Agreement.  
16 This exhibit includes a chart titled Operational Support Systems (OSS) Rates. See  
17 Exhibit No. \_\_\_\_ (AKW-4) for a copy of the OSS Rate chart. The chart, if  
18 incorporated into the new Resale Agreement, would establish processing fees (one-  
19 time and ongoing), in addition to fees already being charged TCCF to process  
20 orders. In contrast, Exhibit No. \_\_\_\_ (AKW-5) identifies the fees which TCCF  
21 has been paying to BellSouth for the processing of orders since May 26, 1996.

22 **Q. Please describe the fees BellSouth proposed.**

1 A. The "proposed" processing fees are divided into two categories: 1) charge per  
2 order (unlimited end user accounts), and 2) surcharge for manually submitted  
3 orders, per end user account.

4 **Q. Did BellSouth explain the purpose of the increased fees?**

5 A. Yes. BellSouth said that such charges were being imposed to develop and  
6 implement operational interfaces. Further, BellSouth proposed additional charges  
7 (which I believe are penalties) for manual processing of orders when BellSouth did  
8 not have an appropriate electronic system in place.

9 **Q. Did BellSouth also attempt to add language to the Agreement which TCCF  
10 objected?**

11 A. Yes. In addition to the OSS Chart, TCCF objected to language regarding OSS  
12 which BellSouth added to the "proposed" Agreement in Item T.2. The added  
13 language stated:

14 **Item T.2** - All costs incurred by BellSouth to develop and  
15 implement operational interfaces shall be recovered from  
16 Reseller who utilize the service.

17 See Item T.2 of Exhibit No. \_\_\_\_ (AKW-2). It is TCCF's position that OSS  
18 development costs are BellSouth's responsibility.

19 **Q. Did BellSouth respond to TCCF's objection?**

20 A. Yes. In response to TCCF's objection, BellSouth proposed removing the chart  
21 from the Agreement on June 5, 1998 and replacing the language in Item T.2 with  
22 the following:



1           **Item U** - BellSouth has developed electronic interfaces for  
2 placing most resale orders. BellSouth has also developed  
3 electronic systems for accessing data needed to place orders,  
4 including valid address, available service and features,  
5 available telephone numbers, due date estimation on pre-  
6 order and calculation on firm order, and customer service  
7 records where available. There will be no charge for the  
8 use of BellSouth developed electronic interfaces available  
9 upon the effective date of this Agreement when ordering  
10 resale telecommunication services. When rates for the use  
11 of the said BellSouth electronic interfaces are established in  
12 Docket Nos. 960757-TP and 960846-TP, they shall be  
13 applied to reseller under the same terms and conditions as  
14 the parties in the dockets.

15 TCCF advised BellSouth that the language presented in Item U (above), combined  
16 with the exclusion of the OSS chart from the Agreement, would be acceptable.

17 **Q. Did BellSouth then change its position?**

18 A. Yes. On August 11, 1998, BellSouth advised TCCF that the language presented  
19 in Item U was being replaced with Item T (below) and that the OSS chart, as  
20 originally presented, would have to be included in the Agreement.

21           **Item T** - All costs incurred by BellSouth to develop and  
22 implement operational interfaces shall be recovered from

1 Reseller who utilize the services. Charges for use of  
2 Operational Support Systems (OSS) shall be as set forth in  
3 Exhibit A of this attachment and shall be subject to true-up  
4 based on OSS rates ordered by state regulatory agencies.

5 On August 18, 1998, BellSouth advised TCCF that the language presented in Item  
6 T (above) combined with a "revised" copy of the OSS Rate chart would be  
7 incorporated into TCCF's new Resale Agreement. See Exhibit No. \_\_\_\_  
8 (AKW-6) for a copy of the "revised" OSS chart.

9 **Q. Did negotiations on OSS charges continue?**

10 A. Yes. Conversations between BellSouth and TCCF continued on the issue of OSS  
11 after the August 19, 1998 date when TCCF contacted the Commission to request  
12 arbitration assistance. On September 24, 1998, TCCF submitted the following  
13 OSS language to BellSouth for review:

14 BellSouth has developed electronic interfaces for placing  
15 most resale orders. BellSouth has also developed electronic  
16 systems for accessing data needed to place orders, including  
17 valid address, available service and features, available  
18 telephone numbers, due date estimation on pre-order and  
19 calculation on firm order, and customer service records  
20 where applicable. There shall be no charge for use of  
21 BellSouth developed electronic interfaces available upon the  
22 effective date of this Agreement when ordering resale

1 telecommunications services. When rates for use of the said  
2 BellSouth electronic interfaces are established via  
3 Commission rulings within the various states, they shall be  
4 applied to reseller in accordance with the applicable rulings.

5 This language was presented in a fax to Ms. Mary Keyer with a note that this  
6 language, with the exclusion of the OSS chart, would be acceptable to TCCF. See  
7 Exhibit No. \_\_\_\_ (AKW-7) for a copy of the fax.

8 **Q. Did BellSouth respond?**

9 A. Yes. On September 29, 1998, BellSouth responded to the above language and  
10 proposed alternate language. Exhibit No. \_\_\_\_ (AKW-8).

11 **Q. What did TCCF do then?**

12 A. On October 2, 1998, I responded to Ms. Keyer's September 29, 1998 letter.  
13 Exhibit No. \_\_\_\_ (AKW-9). My response mirrored the most recent BellSouth  
14 language with the exception of the addition of one sentence. That sentence stated:

15 OSS Order Charge Rates (electronic and/or manual) will not  
16 be applicable until such time as BellSouth has made  
17 available to the Reseller an automated means of processing  
18 the applicable order type (i.e. adds, moves, changes, trouble  
19 tickets) via an electronic interface.

20 As I explained in my letter, TCCF believes that the inclusion of this sentence or  
21 similar language is required to ensure that TCCF is not charged additional  
22 processing fees (electronic or manual) until such time as OSS are made available

1 for use. A copy of Ms. Keyer's response dated October 7, 1998 is attached as  
2 Exhibit No. \_\_\_\_ (AKW-10).

3 **Q. Did Ms. Keyer's response surprise you?**

4 A. Yes. I believe that the statements made in the first paragraph of this letter tell  
5 quite a different story than what I had previously been told by BellSouth. Prior  
6 to Ms. Keyer's letter, I was repeatedly told that BellSouth needed to "recover its  
7 costs associated with the development of OSS." But, in her letter, Ms. Keyer  
8 clearly states:

9 . . . BellSouth must charge processing fees, either manual  
10 or electronic, for processing orders since BellSouth does  
11 incur the costs in doing so. Because manual processing  
12 takes BellSouth longer, it is obviously more costly for  
13 BellSouth.

14 I believe that Ms. Keyer's statements are more honest and up-front than the  
15 explanations given to TCCF during preliminary renegotiation conversations with  
16 BellSouth. Ms. Keyer indicates that the charges are not for "OSS development"  
17 at all, but are just "processing fees."

18 TCCF knows that from its own experience with BellSouth the OSS  
19 required to electronically process reseller orders (machine-to-machine or otherwise)  
20 do not exist today. Therefore, BellSouth's insistence that the proposed OSS  
21 language and chart be added to TCCF's new Agreement is simply a way of  
22 increasing processing costs associated with reseller orders. Adding this language

1 to the TCCF Agreement appears to be extremely important to BellSouth because  
2 TCCF was the first BellSouth reseller. Clearly, the intent is to add identical  
3 language to all Reseller Agreements as they come up for renewal.

4 **Charges for OSS "Development" and/or Increased OSS Fees**

5 **Should Not be Permitted**

6 **Q. Does TCCF object to BellSouth's language (described above) which would**  
7 **permit it to recover costs associated with the "development" of OSS for**  
8 **ALECs?**

9 A. Yes. TCCF strongly objects and believes such provisions violate the Act.

10 **Q. Please explain TCCF's objections.**

11 A. The OSS language (and the chart) proposed by BellSouth undermine the intent of  
12 and are in violation of the Telecommunications Act of 1996. One of the Act's  
13 main purposes is to foster local competition within the telecommunications  
14 industry. Section 251, § (b)(1), states, "Each local exchange carrier has the  
15 following duties: Resale -- The duty not to prohibit, and not to impose  
16 unreasonable or discriminatory conditions or limitations on, the resale of its  
17 telecommunications services." Section 251, § (c)(1), (2) (D) further states that the  
18 local exchange carrier has a "duty to negotiate in good faith . . . the particular  
19 terms and conditions" of such Agreements and must provide interconnection on  
20 rates, terms and conditions that are just, reasonable and nondiscriminatory. Thus,  
21 the Act requires service to be made available for resale on a nondiscriminatory  
22 basis.

1 Part and parcel of this requirement is access to OSS systems at parity with  
2 those BellSouth itself uses. As this Commission recognized when it quoted the  
3 FCC in its order denying BellSouth's § 271 application, Order No. PSC-97-1459-  
4 FOF-TL: "In order to meet the nondiscriminatory standard of OSS, an incumbent  
5 LEC must provide to competing carriers access to OSS functions for pre-ordering,  
6 ordering, provisioning, maintenance and repair, and billing that is equivalent to  
7 what it provides itself, its customers or other carriers." BellSouth has not done so  
8 for TCCF and its attempt to increase OSS fees (even in the guise of developing  
9 such systems) is nothing short of outrageous.

10 If BellSouth's real purpose is to collect "development fees", BellSouth is  
11 trying to turn the Act on its head and require resellers to pay for systems  
12 BellSouth must develop in order to comply with the Act. The Commission should  
13 not sanction such a perverse reading of the Act. If BellSouth's attempt is to  
14 inflate processing fees, such an attempt is unreasonable and discriminatory,  
15 particularly given the state of BellSouth OSS today.

16 **Q. Do you believe that BellSouth's decision to arbitrarily impose OSS fees is**  
17 **actually an attempt to inflate the reseller's costs?**

18 **A.** Yes. As discussed above, the Act requires that BellSouth provide the reseller with  
19 access to the same or equal systems to those used by BellSouth personnel when  
20 processing orders for BellSouth end user customers. BellSouth has consciously  
21 chosen not to provide resellers access to its existing systems. Instead, BellSouth  
22 has opted to throw bits and pieces of automation at resellers over the past two

1 years. To add insult to injury, BellSouth now wants to impose inflated prices for  
2 use of these systems, many of which do not even work appropriately.

3 **Q. Describe the OSS which BellSouth has offered to TCCF over the past two**  
4 **years.**

5 A. BellSouth has offered the following OSS to TCCF:

6 **TAFI** (Trouble Analysis and Facilitation Interface) which allows the reseller to  
7 open a trouble ticket, but does not provide for order flow through. Manual  
8 intervention is required. TCCF personnel have found that it is faster and more  
9 effective to process trouble tickets manually than to use TAFI.

10 **EDI** (Electronic Data Interchange) which, when introduced, did not process any  
11 complex orders, any orders with more than six lines, any adds, moves or changes.  
12 EDI does not provide for order flow through.

13 **LENS** (Local Exchange Navigation System) which serves as a pre-ordering tool  
14 only.

15 **TAG** (Telecommunications Access Gateway) which is being described by  
16 BellSouth to TCCF as a replacement for both LENS and EDI. TAG is currently  
17 being beta-tested by two resellers and was introduced for pre-ordering only on  
18 November 1, 1998.

19 **Q. You have mentioned order flow through several times. Please explain what**  
20 **that is and why it is critical to TCCF.**

21 A. Order flow through is achieved when a human keys relevant order information  
22 into blanks on an ordering screen, pushes a button and the order is received,

1 processed and turned via machine. The process is machine-to-machine after initial  
2 input of the order.

3 **Q. Can order flow through be achieved with any of the OSS listed above?**

4 A. Order flow through cannot be achieved with TAFI or LENS. LENS is a  
5 preordering interface only. According to our BellSouth Account Team, order flow  
6 through cannot be achieved with EDI which is one of the reasons they have  
7 suggested that we wait for the release of API. Order flow through cannot be  
8 achieved with the existing OSS and that the burden to prove that it can must rest  
9 with BellSouth. BellSouth must be required to demonstrate, using actual reseller  
10 orders, not test data, that order flow through (at least equal to the flow through  
11 achieved by BellSouth personnel when using their OSS) can be achieved.

12 **Q. Were any other OSS systems ever offered to TCCF?**

13 A. No. The four OSS listed above are the only pre-ordering or ordering interfaces  
14 ever discussed with TCCF. Conversations between TCCF and BellSouth Account  
15 Team members have taken place as recently as the week of November 16, 1998  
16 and no other OSS have ever been mentioned or recommended to us. We have  
17 talked several times with Ms. Cheryl Story, a BellSouth Project Consultant, to  
18 obtain the latest information and recommendations from BellSouth regarding OSS  
19 and have always followed the recommendations of our BellSouth Account Team.

20 **Q. Which OSS does TCCF currently use?**

21 A. TCCF has been trained on TAFI, EDI, LENS and TAG. Currently, TCCF is  
22 using LENS only. We stopped using TAFI because it greatly slowed down the



1 process of opening and working trouble tickets. After attending the training  
2 course on EDI and purchasing the Harbinger TrustedLink Commerce LITE  
3 software required to implement EDI, we were advised by members of our  
4 BellSouth Account Team not to implement it, but to wait for the release of API.  
5 This recommendation was made in February of 1998 by Mr. Mike Wilburn and  
6 Mr. Wayne Carnes because EDI had numerous processing exceptions (i.e. could  
7 not provision complex orders or orders with more than six lines and could not  
8 process adds, moves and changes) and was not machine-to-machine. We were told  
9 to wait for API which was scheduled for release in the third or fourth quarter of  
10 1998.

11 **Q. What systems do BellSouth personnel use when processing orders and can**  
12 **order flow through be achieved with each?**

13 A. In contrast to the systems offered to resellers, it is TCCF's understanding that  
14 BellSouth personnel use the following OSS when processing orders for their end  
15 user customers.

16 1) RNS (Regional Negotiation System) - used to process orders for  
17 BellSouth end user residential customers.

18 2) DOE (Direct Order Entry) - used to process orders for BellSouth  
19 end user business customers in North Carolina, South Carolina, Georgia and  
20 Florida.

21 3) SONGS (Service Order Negotiation System - used to process orders  
22 for BellSouth end user customers in Alabama, Kentucky, Tennessee, Louisiana and

1 Mississippi.

2 The RNS, DOE and SONGS OSS listed above are pre-ordering and  
3 ordering interfaces. Each of these OSS can process new orders as well as adds,  
4 move and changes. Trouble tickets are not handled by any of these OSS. If  
5 orders are complete and correct, order flow through will be achieved by each of  
6 these OSS.

7 TCCF does not understand why BellSouth has chosen not to use the OSS  
8 listed above for the processing of reseller orders. Why should the resellers be  
9 required to pay for development efforts when BellSouth did not use the quickest  
10 and most efficient solution?

11 **Q. Is properly functioning OSS important to TCCF's ability to do business?**

12 A. Yes. It is critical. The Commission should remember that TCCF is not a  
13 facilities-based reseller. Thus, BellSouth controls many of TCCF's costs. TCCF's  
14 provisioning and servicing costs have been dramatically inflated over the course  
15 of our two and one-half year relationship with BellSouth due to BellSouth's  
16 refusal to provide access to existing computer systems and the many service-  
17 related issues which BellSouth alone causes and controls. Additionally, lack of  
18 parity has caused TCCF to lose countless customers. This makes BellSouth's  
19 attempt to inflate OSS charges even more suspect.

20 **Q. Are there other problems with the OSS fee chart BellSouth insists on  
21 including in the Agreement?**

22 A. Yes. For example, the OSS fee chart which BellSouth has proposed to add to

1 TCCF's Agreement appears to assume that such fees will be perpetual. If the fees  
2 are to recover "development costs" (a result TCCF opposes), how long will the  
3 recovery take? Will the recovery time be shortened if TCCF's ordering activity  
4 increases? Will the recovery time be shortened if ordering activity from other  
5 resellers increases? How will costs be apportioned among resellers? What is the  
6 dollar amount to be recovered and what is the formula for recovery? All these  
7 questions remain unanswered. If the process is left open-ended as the OSS chart  
8 envisions, the end result will not be that BellSouth recovers its "development  
9 costs." The end result will be that BellSouth increases reseller costs; and reduces  
10 competition by imposing unreasonable and discriminatory rates.

11 **Q. Is there any other reason TCCF views additional processing fees as an**  
12 **arbitrary attempt to increase reseller costs?**

13 A. Yes. BellSouth states it has OSS in place to allow for the electronic processing  
14 of "almost all" reseller orders. However, BellSouth wants to apply a surcharge for  
15 manually submitted orders and wants to implement it immediately. To TCCF's  
16 knowledge, no currently operational OSS provides an automated means for the  
17 processing of adds, moves and changes. Why should the reseller be charged \$22  
18 (as opposed to \$10.80) for the manual submission of an order when no alternative  
19 means of submitting the order exists? In fact, why should the reseller be charged  
20 a fee at all if appropriate and functional OSS does not exist? This inflated fee for  
21 manual orders should not be permitted.

22 **Q. Has TCCF incurred or will TCCF incur any costs to develop and/or**

1           **implement BellSouth's OSS?**

2           A.    Yes. BellSouth fails to mention, let alone take into account, the costs incurred by  
3           the reseller to implement the OSS which BellSouth is providing. For a minute,  
4           let's set aside reseller training costs, personnel costs and computer hardware costs  
5           and look only at development and implementation costs. Exhibit No. \_\_\_\_  
6           (AKW-11) outlines the implementation and recurring costs associated with the  
7           reseller's implementation of EDI. It is difficult to determine the costs which will  
8           be incurred by the reseller to implement TAG. TCCF attended the TAG training  
9           class held by BellSouth on November 3rd and 4th, 1998. To implement TAG, the  
10          reseller must program, using C++, the interface necessary to connect to the  
11          BellSouth systems. The project includes the purchase of three pieces of software  
12          and the cost of programming the required interface. BellSouth, in the training  
13          class, stated that they estimate that it will take the reseller 60-90 days to complete  
14          the required interface. Once the reseller interface is complete, it must be tested  
15          in conjunction with the BellSouth systems. TCCF was told in the training class  
16          that the testing phase would last for 3 - 4 months. Members of the BellSouth  
17          Account Team believe that the testing period will be much shorter, but it is  
18          impossible for anyone to know at this point because, to date, no reseller has  
19          programmed the interface required, plus only the pre-ordering function of TAG  
20          is operational at this time. Thus, resellers may have significant development costs.  
21          Perhaps TCCF should recover these costs from BellSouth or they should offset the  
22          fees BellSouth proposes.

1 Q. What impact would the increased OSS fees BellSouth has insisted upon have  
2 on TCCF?

3 A. The impact would be severe. Exhibit No. \_\_\_\_ (AKW-12) estimates the  
4 processing fees which BellSouth would have charged TCCF for the months of  
5 May 1998 and October 1998 if the OSS language and chart proposed by BellSouth  
6 had been part of the TCCF Agreement during those months. This exhibit  
7 identifies the financial impact of these additional processing fees on TCCF's  
8 monthly cost of doing business. Without the proposed fees, processing charges  
9 represent somewhere between 2.1% - 4.2% of TCCF's total monthly invoice from  
10 BellSouth. The addition of the proposed fees, increases the percentage range to  
11 4.5% - 8.4%. The proposed fees will more than double TCCF's monthly  
12 processing fees paid to BellSouth.

13 Historically, TCCF's mix of business and residential accounts has been  
14 60% and 40%, respectively. In Florida, TCCF's discount from BellSouth is  
15 16.81% for business accounts and 21.84% for residential accounts. TCCF must  
16 pay all costs associated with acquiring, provisioning, servicing, invoicing and  
17 collecting from the account. BellSouth controls all of the critical processes. For  
18 example, it controls how quickly and accurately an order is provisioned or  
19 processed in the case of an add, move and change or trouble ticket. BellSouth's  
20 unwarranted attempt to increase processing fees, under the guise of system  
21 development, is simply a backdoor way to decrease the resale discount ordered by  
22 this Commission. This attempt is in clear violation of the Act because, if allowed,

1 it will impose unfair and discriminatory conditions on the resale of local  
2 telecommunications services.

3 **Q. What action should the Commission take regarding the charges being**  
4 **proposed by BellSouth regarding OSS?**

5 A. The Commission should first determine what it is that BellSouth is attempting to  
6 accomplish. Is its agenda to recover costs associated with the development of  
7 OSS? Or, is the "proposed language and OSS chart" an attempt to increase  
8 processing fees thereby decreasing the reseller's ability to compete?

9 If BellSouth is attempting to recover "development costs," the Commission  
10 must determine whether this would violate the Telecommunications Act of 1996.  
11 TCCF believes that it would. The Act requires BellSouth to provide resellers with  
12 OSS which are at least equal to those utilized by BellSouth personnel when  
13 processing BellSouth end user orders. Until this happens, parity of service cannot  
14 exist. Furthermore, increasing the reseller's order processing fees violates Section  
15 251, §(c)(2)(D) of the Act. This section states that the ". . . local exchange carrier  
16 has a duty to negotiate in good faith . . . the terms and conditions of such  
17 Agreements on rates, terms and conditions that are just, reasonable and  
18 nondiscriminatory, in accordance with the terms and conditions of the Agreement.  
19 . ." Imposing fees to reseller accounts which are not also charged to BellSouth  
20 end user accounts is not reasonable and is discriminatory in nature.

21 If BellSouth is increasing processing fees in an attempt to inflate resellers'  
22 costs, this is unreasonable and discriminatory and should not be permitted.

1                   However, if the Commission decides that BellSouth should be permitted  
2 to recover "development costs," the following minimum requirements should be  
3 met:

4                   1.       No reseller should be expected to pay additional processing fees  
5 until BellSouth has provided OSS at least equal to the OSS utilized by BellSouth  
6 personnel when processing like orders.

7                   2.       BellSouth should explain and justify to the Commission's  
8 satisfaction why resellers have not been given access to existing OSS.

9                   3.       BellSouth should substantiate all development costs incurred to date  
10 and explain the formula used for recovery of charges when the OSS chart was  
11 developed. It should also explain how costs will be apportioned among all ALEC  
12 users. BellSouth should also be required to estimate future development costs and  
13 identify the OSS which will result from the estimated expenditures. These  
14 requirements should be met prior to the establishment of or the passing on of any  
15 fees for the electronic or manual submission of orders.

16                   Further, TCCF has several concerns regarding the processes which  
17 BellSouth has put in place to facilitate OSS development. For example, the EDI  
18 Change Control Process is dominated by requests from large resellers. Smaller  
19 resellers, like TCCF, do not have the financial where-with-all to pay for the type  
20 of automation being requested by larger carriers. TCCF, and other small-to-mid-  
21 size resellers, cannot afford to share in the cost (either dollar wise or time wise)  
22 of the development efforts being requested by larger carriers and, in some cases,

1 do not need the automation being scheduled for completion.

2 **Service Interval Negotiations**

3 **Q. What are BellSouth's responsibilities with regard to service intervals pursuant**  
4 **to the Telecommunications Act of 1996?**

5 A. Pursuant to the Telecommunications Act of 1996, BellSouth is responsible for  
6 providing TCCF with service intervals equal to the intervals provided by BellSouth  
7 to its end user customers. Section 251, § (b)(1), states that each local exchange  
8 carrier has "the duty to not prohibit and not to impose unreasonable or  
9 discriminatory conditions or limitations on, the resale of its telecommunications  
10 services."

11 **Q. What are BellSouth's commitments to TCCF in the current BellSouth/TCCF**  
12 **Resale Agreement?**

13 A. Section VI, Item C of the existing Resale Agreement reads: "When notification  
14 is received from Reseller that a current customer of the Company will subscribe  
15 to Reseller's service, standard service order intervals for the appropriate class of  
16 service will apply."

17 **Q. Has BellSouth met its obligations?**

18 No. BellSouth's failure to provide TCCF with service intervals equal to those  
19 supplied by BellSouth to its end user customers clearly imposes both unreasonable  
20 and discriminatory conditions upon the reseller. TCCF's inability to provide  
21 customers with the same level of service provided to them previously by BellSouth  
22 results in: 1) increased labor costs associated with the handling of customer



1 complaints and customer service calls (incoming to TCCF and outgoing to  
2 BellSouth), and 2) a dramatic increase in TCCF's customer churn rate.

3 Dissatisfied customers do not hesitate to call BellSouth's local business  
4 office to ask how long it would take to provision an order or process an add,  
5 move or change. BellSouth personnel, at the local level, quote the service  
6 intervals from the BellSouth Standard Interval Guide. These intervals are much  
7 quicker than the intervals provided to TCCF; for this reason, the customer  
8 believes that TCCF is at fault and, in many cases, returns to BellSouth.

9 **Q. What language regarding service intervals was included within the proposed**  
10 **Agreement which has been under negotiation between BellSouth and TCCF?**

11 A. The "proposed" Agreement contains the exact same language regarding service  
12 order intervals. Section VI, Item C is identical to the existing Agreement.

13 **Q. Was the issue of service order intervals ever raised during renegotiation**  
14 **conversations with BellSouth?**

15 A. Yes. On May 5, 1998, I faxed a list of Items for Discussion to Ms. Susan  
16 Arrington, BellSouth's Manager of Interconnection Services Pricing. See Exhibit  
17 No. \_\_\_\_ (AKW-3). This list became the basis for renegotiation conversations  
18 between BellSouth and TCCF. The ninth bullet point on this list addresses the  
19 issue of service order intervals. TCCF did not request the addition of any  
20 language or revisions to the existing language because, as written, the language is  
21 clear and obligates BellSouth to provide service intervals equal to those provided  
22 to their end user customers. What TCCF wants, and has repeatedly discussed with

1 BellSouth, is assurance that those intervals will be met and TCCF so indicated on  
2 the Discussion List.

3 **Q. What has TCCF's actual experience been with regard to service order**  
4 **intervals?**

5 A. BellSouth's failure to provide TCCF with parity of service has been discussed over  
6 and over again with BellSouth during the course of our two and one-half year  
7 relationship. BellSouth has not provided TCCF with service order intervals equal  
8 to those provided to their end user customers. Therefore, parity of service does  
9 not exist.

10 TCCF maintains logs of orders sent to BellSouth and compares the service  
11 intervals delivered to those quoted within BellSouth's Standard Interval Guide.  
12 A copy of BellSouth's Standard Interval Guide is attached as Exhibit No. \_\_\_\_  
13 (AKW-13). A recent copy of the log (with customer names and telephone  
14 numbers redacted) which tracks adds, moves and changes is attached as Exhibit  
15 No. \_\_\_\_ (AKW-14). This copy covers the months of September and October  
16 1998. In September 1998, TCCF submitted a total of 51 add, move or change  
17 orders to BellSouth. Of the 51 orders, only four were worked in accordance with  
18 the service intervals listed within the Standard Interval Guide. Of the 39 orders  
19 submitted in October 1998, none were completed in accordance with the Standard  
20 Interval Guide.

21 The information represented within this log is representative of the service  
22 intervals delivered to TCCF over the past 8 - 10 months. Prior to that period, the

1 service intervals provided were even longer.

2 TCCF has complained repeatedly about the clear lack of parity which exists  
3 between the level of service provided by BellSouth to their end user customers and  
4 the service provided to TCCF. In response, BellSouth has stated that parity of  
5 service exists -- it exists between the resellers. Parity of service between the  
6 resellers (even if it did exist -- which it does not) is not the level of parity which  
7 BellSouth is obligated to provide. The Telecommunications Act of 1996 and the  
8 existing Resale Agreement with TCCF, require BellSouth to provide service  
9 intervals (parity of service) to TCCF equal to that provided to their end user  
10 customers.

11 BellSouth has stated that parity does exist between the resellers. TCCF  
12 knows that this is not a fact because TCCF receives a 48-hour turnaround on  
13 FOCs while MCI Metro's turnaround is 24 hours. BellSouth has also stated that  
14 service intervals provided to TCCF are not equal to those provided to their end  
15 user customers because TCCF is submitting their orders manually. As discussed  
16 earlier, BellSouth has not made available to TCCF the OSS which are available  
17 to BellSouth personnel. The new Agreement must address this problem or TCCF  
18 will operate at the same disadvantage it has for the past two years.

19 **Q. What language should be added to the Resale Agreement regarding service**  
20 **order intervals?**

21 **A.** TCCF recommends that a copy of BellSouth's most recent Standard Interval Guide  
22 be added to all Resale and Interconnection Agreements as an attachment. This

1 attachment could be referred to within Section VI, Item C, and would set the  
2 standards required to ensure that equal service order intervals are provided to  
3 BellSouth resellers and end user customers alike.

4 **Q. What action should the Commission take on this issue?**

5 A. TCCF feels strongly that it is time for the Commission to insist that BellSouth  
6 honor its obligations with regard to parity of service and the delivery of service  
7 intervals to the resellers which are equal to those provided to BellSouth end user  
8 customers. A penalty of \$25.00 per order for each order which does not meet the  
9 service interval should be imposed to put some teeth into this requirement.

10 **Q. Does this conclude your direct testimony?**

11 A. Yes.

**ANDREA K. WELCH**

**EXHIBIT NOS. \_\_\_\_\_ (AKW-1 - AKW-14)**

Agreement Between BellSouth Telecommunications, Inc. and The Telephone Company of Central Florida Regarding The Sale of BST's Telecommunications Services to Reseller For The Purposes of Resale

THIS AGREEMENT is by and between BellSouth Telecommunications, Inc., ("BellSouth or Company"), a Georgia corporation and The Telephone Company of Central Florida, ("Reseller") FLORIDA corporation and shall be deemed effective as of ~~June 1~~, 1996. ENR

MAY 28

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Reseller is an <sup>alternative local exchange</sup> telecommunications company authorized <sup>to provide telecommunications services</sup> in the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and ENR

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows: ENR

I. Term of the Agreement

A. The term of this Agreement shall be two years, beginning ~~June 1~~, 1996 and shall apply to all of BellSouth's serving territory as of January 1, 1996 in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. MAY 28

B. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

C. The rates pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

## II. Definition of Terms

- A. CUSTOMER CODE means the three digit number following a customer's telephone number as shown on the customer's bill.
- B. CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as toll, directory assistance, etc.
- C. DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company .
- D. END USER means the ultimate user of the telecommunications services.
- E. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- F. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- G. OTHER LOCAL EXCHANGE COMPANY (OLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
- H. RESALE means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").
- I. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resold local exchange telecommunications service.

## III. General Provisions

- A. Reseller may resell the tariffed local exchange, including Centrex type services available under Section A12 of the Florida tariff, and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; and contract service arrangements.
- B. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.
- C. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.

D. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

F. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller.

G. Reseller shall not interfere with the right of any person or entity to obtain service directly from the Company.

H. The current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. The Company will not, however, make the end user's previous telephone number available to Reseller until the end user's outstanding balance has been paid. If Reseller requests service for an end user that has been denied service or disconnected for non-payment by BellSouth, and the end user still has an outstanding balance with the Company, the Company will establish service for that end user through Reseller. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporarily suspended for nonpayment and subject to complete disconnection. Reseller is entitled to the same conditions contained in this paragraph.

I. Telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.

K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

M. The Company can refuse service when it has grounds to believe that service will be in violation of the law.

N. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.



O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.

P. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

Q. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by it.

R. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

S. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

#### IV. BellSouth's Provision of Services to Reseller

A. Reseller agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as

of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

2. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

3. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.38.

4. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at the rate of 0.000590 per day, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C. Reseller may resell services only within the specific resale service area as defined in its certificate.

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

#### V. Maintenance of Services

A. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

B. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

C. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.

D. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users.

E. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.

F. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

G. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

H. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

#### VI. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

B. Service orders will be in a standard format designated by the Company.

C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

D. When an existing customer of the Company switches to Reseller, Reseller must provide the Company with the Customer Code or Codes, when multiple codes apply, for that end user.

E. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.

F. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

G. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service

with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	\$19.41
(b) each Public or Semi-Public line	\$34.19

H. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

I. Such deposit may not exceed two months' estimated billing.

J. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

K. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

L. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

M. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

## VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing

disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

E. The Company will bill Reseller in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company, or
2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

L. Until such time as the Company receives permission from the FCC to bill the End User Common Line (EUCL) charge to Reseller, the Company will, on an interim basis, bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

	Monthly Rate
1. Residential	
(a) Each Individual Line or Trunk	\$3.50
2. Single Line Business	
(b) Each Individual Line or Trunk	\$3.50
3. Multi-line Business	
(c) Each Individual Line or Trunk	\$6.00

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

N. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon Reseller.

#### VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.
2. At the request of Reseller, the Company will disconnect a Reseller end user customer.
3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.

4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.

5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

3. In payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user

or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

#### IX. Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller

C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.

2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller

3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.

D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller



X. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend or when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

Except as other wise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Florida Public Service Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Florida Public Service Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

**XV. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersign parties and reflects the conclusion of the undersigned that this Agreement is in the be interests of all parties.

**XVI. Notices**

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in pers or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

Reseller ELDER RIPPER

THE TELEPHONE CO. OF GEORGIA

SUITE 210, 3551 W. LAKE MARY BL

LAKE MARY, FL. 32746

or at such other address as the intended recipient previously shall have designat by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered ma. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

**XVIII. Amendments**

This Agreement may be amended at any time upon written agreement of both parties.

**XVII. Entire Agreement**

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby

BellSouth Telecommunications, Inc.

BY: [Signature]

Signature

NAME: R C SCHEYS

Printed Name

TITLE: Sr Dir - Strat Mgmt

Reseller

BY: [Signature]

Signature

NAME: ELDER N. RIPPER III

Printed Name

TITLE: PRESIDENT

EXHIBIT "A"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purpose of resale to Reseller end users shall be available at the following discount off of the retail rate.

<u>STATE</u>	<u>RESIDENCE</u>	<u>DISCOUNT</u>	<u>BUSINESS</u>
ALABAMA	10¢		10¢
FLORIDA	18¢		12¢
GEORGIA	11.6¢		9.6¢
KENTUCKY	10¢		8¢
LOUISIANA	11¢		10¢
MISSISSIPPI	9¢		8¢
NORTH CAROLINA	12¢		9¢
SOUTH CAROLINA	10¢		9¢
TENNESSEE	11¢		9¢

If a state commission orders a discount different from those specified above, and if Company has provided those discounts to another reseller, those same discounts will be offered to Reseller.

*ENR*  
*5-29-96*



- B. DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.
- C. END USER means the ultimate user of the telecommunications services.
- D. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- E. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- F. OTHER LOCAL EXCHANGE COMPANY (OLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
- G. RESALE means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").
- H. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resold local exchange telecommunications service.

#### **II. General Provisions**

- A. Reseller may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

- B. Reseller may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
  1. Reseller must resell services to other end users.
  2. Reseller must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams.
  3. Reseller cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

- C. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.
- D. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.
- E. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.
- F. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.
- G. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller.
- H. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- I. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.
- J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.
- K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- M. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.
- N. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.
- O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.
- P. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:
  - 1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
  - 2. Cause damage to their plant;

3. Impair the privacy of any communications; or
  4. Create hazards to any employees or the public.
- Q. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Reseller.
- R. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.
- S. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.
- T. BellSouth will provide customer record information to Reseller provided Reseller has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.
1. Reseller agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Reseller. Reseller will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.
  2. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Reseller who utilize the services.
- U. BellSouth will provide certain selected messaging services to Reseller for resale of messaging service without the wholesale discount.
- V. BellSouth's Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- W. All costs incurred by BellSouth for providing services to Reseller that are not covered in the BellSouth tariffs shall be recovered from the Reseller(s) who utilize those services.

#### IV. BellSouth's Provision of Services to Reseller

- A. Reseller agrees that its resale of BellSouth services shall be as follows:
1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
  2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.
4. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.
5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between, class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.
6. The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.

- B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.
- C. Reseller may resell services only within the specific resale service area as defined in its certificate.
- D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.
- E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing, or advertising, of any BellSouth name or trademark.

#### V. Maintenance of Services

- A. Reseller will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.
- B. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.
- C. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.



- D. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- E. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- H. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- I. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

#### VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.
- D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.
- E. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.
- F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller. These charges can be adjusted if Reseller provides satisfactory proof of authorization.
- G. In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

1. Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
2. If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
3. Such security deposit may not exceed two months' estimated billing.
4. The fact that a security deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.
5. The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
6. In the event that Reseller defaults on its account, service to Reseller will be terminated and any security deposits held will be applied to its account.
7. In the case of a cash deposit, interest at a rate as set forth in the appropriate BellSouth tariff shall be paid to Reseller during the continuance of the security deposit. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

## **VII. Payment And Billing Arrangements**

- A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.
- B. The Company shall bill Reseller on a current basis all applicable charges and credits.
- C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- D. The Company will render bills each month on established bill days for each of Reseller's accounts.
- E. The Company will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Reseller.
- F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

1. If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.
- G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
  - H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
  - I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.
  - J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.
  - K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. Requests by the Reseller for assistance with billing services should be referred to the appropriate entity or operational group within the Company.
  - L. Pursuant to 47 CFR Section 51.617, the Company will bill Reseller end user common line charges identical to the end user common line charges the Company bills its end users.
  - M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

#### VIII. Discontinuance of Service

- A. The procedures for discontinuing service to an end user are as follows:
  1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.
  2. At the request of Reseller, the Company will disconnect a Reseller end user customer.
  3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.

4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

**B. The procedures for discontinuing service to Reseller are as follows:**

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Reseller that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter.
3. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
4. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Reseller's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Reseller without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or Reseller's upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Reseller's is solely responsible for notifying the end user of the proposed disconnection of the service.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

**IX. Liability**

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from

voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

- B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller.
- C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:
1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.
  2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller.
  3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.
- D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller.

#### X. Treatment of Proprietary and Confidential Information

- A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.
- B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

**XI. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

**XII. Limitation of Use**

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

**XIII. Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**XIV. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

**XV. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

**XVI. Notices**

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

Reseller Company, Inc.

CLEC Account Team  
3335 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

**XVII. Amendments**

This Agreement may be amended at any time upon written agreement of both parties.

**XVIII. Entire Agreement**

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

Reseller Company, Inc.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

Signature

NAME: Jerry Handrix

NAME: \_\_\_\_\_

Printed Name

Printed Name

TITLE: Director

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A  
APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

<b>DISCOUNT*</b>		
<b>STATE</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
ALABAMA	16.3%	16.3%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

\* In the case of a cross boundary situation, the discount which applies is the discount applicable to the location of the enduser's central office.

\*\* In Tennessee, if ALEC provides its own operator services and directory services, the discount shall be 21.56%. ALEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

<b>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</b>				
	<b>Interactive Ordering and Trouble Maintenance System</b>		<b>OSS Order Charge</b>	
	<b>Non-Recurring Establishment Charge</b>	<b>Recurring Charge, per month</b>	<b>Charge per order (unlimited end user accounts)</b>	<b>Surcharge for manually placed orders, per end user account</b>
ALABAMA	\$100.00	\$50.00	\$10.80	\$22.00
FLORIDA	\$100.00	\$50.00	\$10.80	\$22.00
GEORGIA	\$100.00	\$50.00	\$10.80	\$22.00
KENTUCKY	\$100.00	\$50.00	\$10.80	\$22.00
LOUISIANA	\$100.00	\$50.00	\$9.16	\$18.14
MISSISSIPPI	\$100.00	\$50.00	\$10.80	\$22.00
NORTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
SOUTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
TENNESSEE	\$100.00	\$50.00	\$10.80	\$22.00



**EXHIBIT B**  
Page 1 of 2

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Note 9	Note 9	Yes	Yes	Yes	No	Yes	No	Note 5	Note 5
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6 911/E911 Services (See Note 10)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7 N11 Services (See Note 10)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 AdWatch <sup>SM</sup> Svc (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall <sup>®</sup> Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Note 5	Note 5	Note 6	Note 6	Yes	No	Yes	Yes
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4 Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6 911/E911 Services (See Note 10)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services (See Note 10)	No	No	No	No	Yes	Yes	Yes	Yes
8 AdWatch <sup>SM</sup> Svc (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall <sup>®</sup> Service	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

**Applicable Notes:**

- Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
  - the stated tariff rate, less the wholesale discount;
  - the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Tennessee, Reseller shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Reseller must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides. Reseller is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that Reseller may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.
- In Louisiana and Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order (1/28/97 for LA and 3/10/97 for MS) will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order (1/28/97 for LA and 3/10/97 for MS) will not be eligible for resale.

**EXHIBIT B**  
**Page 2 of 2**

- 6 In North Carolina, Contract Service Arrangements entered into by BellSouth before April 13, 1997, shall be subject to resale at no discount, while BellSouth CSAs entered into after that date shall be subject to resale with the discount.
- 7 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 8 AdWatch<sup>SM</sup> Service is tariffed as BellSouth<sup>®</sup> AIN Virtual Number Call Detail Service
- 9 In Alabama, Contract Service Arrangements entered into prior to Feb. 6, 1997 are not available for resale. CSAs entered into between Feb. 6, 1997 and May 13, 1997 are available for resale without a discount to the same client to whom the CSA is applicable. CSAs entered into May 14, 1997 and later are available for resale with a discount to the same client to whom the CSA is applicable.
- 10 Exclusions for N11/911/E911 are also applicable to equipment associated with the service

**EXHIBIT A  
APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller and users shall be available at the following discount off of the retail rate.

<b>DISCOUNT*</b>		
<b>STATE</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>
ALABAMA	16.3%	16.3%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

\* In the case of a cross boundary situation, the discount which applies is the discount applicable to the location of the enduser's central office.

\*\* In Tennessee, if ALEC provides its own operator services and directory services, the discount shall be 21.56%. ALEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

<b>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</b>				
	<b>Interactive Ordering and Trouble Maintenance System</b>		<b>OSS Order Charge</b>	
	<b>Non-Recurring Establishment Charge</b>	<b>Recurring Charge, per month</b>	<b>Charge per order (unlimited end user accounts)</b>	<b>Surcharge for manually placed orders, per end user account</b>
ALABAMA	\$100.00	\$50.00	\$10.80	\$22.00
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KENTUCKY	\$100.00	\$50.00	\$10.80	\$22.00
LOUISIANA	\$100.00	\$50.00	\$9.16	\$18.14
MISSISSIPPI	\$100.00	\$50.00	\$10.80	\$22.00
NORTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
SOUTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
TENNESSEE	\$100.00	\$50.00	\$10.80	\$22.00



May 5, 1998

Ms. Susan M. Arrington,  
Manager, Interconnection Services - Pricing  
**BellSouth Telecommunications, Inc.**  
Room 34531 BellSouth Center  
675 West Peachtree Street, N.E.  
Atlanta, GA 30375

Dear Susan:

Attached find a listing of items which require discussion during the conference call scheduled for Monday, May 11<sup>th</sup> at 9:30 AM. As discussed, you will initiate the call.

Kip Ripper and myself will be in attendance for TCCF. Please advise if any items other than those listed require discussion.

Sincerely,

A handwritten signature in cursive script that reads "Andrea K. Welch".

Andrea K. Welch,  
Chief Operating Officer

cc: Kip Ripper

**TCCF & BellSouth**  
**Resale Agreement Renewal**  
**Items for Discussion**  
*(Effective May 11, 1998)*

- **Section III, Item A** - Need to discuss the omission of Centrex from our product offering. To date, **BellSouth** has been unable to provide this service to TCCF. How can you eliminate a service which has never been made available?
- **Section III, Item T** - Using the U.S. Mail to deliver customer record information is not acceptable.
- **Section III, Items T 1 & 2** - What, When & How Much?
- **Section III, Items U & V** - When will you & when won't you?
- **Section III, Item W** - Examples?
- **Section IV, Item A5** - Need copy of General Subscriber Service Tariff and Private Line Service Tariff for entire **BellSouth** region.
- **Section IV, Item E** - Need to discuss.
- **Section V, Item A** - Need copy of Work Center Interface Agreement.
- **Section VI, Item C** - Not happening. Need copy of most current Service Order Intervals.
- **Section VI, Item F** - Need copy of General Subscriber Service Tariff (requested above also)
- **Section VI, Item G5** - There needs to be a cap.
- **Section VII, Item I** - Need copy of General Subscriber Service Tariff and Private Line Service Tariff (requested above)
- **Exhibit A, Applicable Discounts** - Our documentation shows a discount of 17% (residence & business) for Alabama. Why is the agreement different?
- **Exhibit A, Operation Support Systems** - Need to discuss. Surely, this is a joke?
- **Exhibit B** - Need to discuss. Please point at differences as compared with current.

**EXHIBIT A  
 APPLICABLE DISCOUNTS**

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KENTUCKY	16.79%	15.54%
LOUISIANA	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.5%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

\* In the case of a cross boundary situation, the discount which applies is the discount applicable to the location of the end/user's central office.

\*\* In Tennessee, if ALEC provides its own operator services and directory services, the discount shall be 21.56%. ALEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

<b>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</b>				
	<b>Interactive Ordering and Trouble Maintenance System</b>		<b>OSS Order Charge</b>	
	<b>Non-Recurring Establishment Charge</b>	<b>Recurring Charge, per month</b>	<b>Charge per order (unlimited end user accounts)</b>	<b>Surcharge for manually placed orders, per end user account</b>
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NORTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
SOUTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
TENNESSEE	\$100.00	\$50.00	\$10.80	\$22.00

## BELL SOUTH OTHER CHARGES

Docket No. 981052-TP  
Exhibit # \_\_\_ (AKW-5)

Description	Charge	Svc Order
Charge For Deregulated Wiring Installation/Rearrangement Of Exposed Wiring And Jack	\$ 70.00	
Charge For No Presubscribed Interexchange Carrier	\$ 0.53	
Charge For No Presubscribed Interexchange Carrier	\$ 2.75	
Charge For Processing Change In Service (Bus)	\$ 15.81	X
Charge For Processing Change In Service (Res)	\$ 7.82	X
Charge For Service Changed - Add'l Line(s)	\$ 9.15	X
Charge For Service Changed - First Line (Bus)	\$ 31.61	X
Charge For Service Connected - Add'l Line(s)	\$ 9.98	X
Charge For Service Connected - First Line (Bus)	\$ 46.59	X
Charge For Service Connected - First Line (Res)	\$ 31.27	X
Charge For Unauthorized Local Service Change And Reconnection (Bus)	\$ 38.41	
Charge For Unauthorized Local Service Change And Reconnection (Res)	\$ 29.41	
One Time Charge For Changing Your Interlata Long Distance Company	\$ 1.49	
One Time Charge For Changing Your Local Toll Company	\$ 0.45	
One-Time Charge For 4 DS1FG Add'l Call Appearance Of The Primary Directory Number	\$ 3.13	
One-Time Charge For A9D Essx/Digital Essx, Assume Dial "9", Per Line	\$ 10.19	
One-Time Charge For Call Screening/Restriction	\$ 8.32	
One-Time Charge For NSR Call Return - Per Line	\$ 0.92	
One-Time Charge For Restoral Of Service (1st Line Bus)	\$ 38.00	X
One-Time Charge For Restoral Of Service (1st Line Res)	\$ 23.00	X
One-Time Charge For Restoral Of Service (Add'l Line(s) Bus)	\$ 11.00	X
One-Time Charge For SMBBX Memorycall Answering Service	\$ 15.00	X
One-Time Charge For Trouble Determination Complex	\$ 45.00	
One-Time Charge For Trouble Determination Simple	\$ 45.00	
Two-Line Modular Jack	\$ 6.50	

**EXHIBIT A  
APPLICABLE DISCOUNTS**

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	RESIDENCE	BUSINESS
ALABAMA	16.3%	16.3%
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GEORGIA	20.3%	17.3%
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MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

- \* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local service area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- \*\* In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

	OPERATIONAL SUPPORT SYSTEMS (OSS) RATES			
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
	Non-Recurring Establishment Charge	Monthly Recurring Charge	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA	\$100.00	\$50.00	\$10.80	\$22.00
FLORIDA	\$100.00	\$50.00	\$10.80	\$22.00
GEORGIA	\$200.00	Per 1,000 electronic LSRs received from the CLEC <sup>1</sup> From 1,000 - \$550.00 Add 1,000 - \$110.00	Note <sup>2</sup>	\$22.00
KENTUCKY	\$100.00	\$50.00	\$10.89	\$22.00
LOUISIANA	\$100.00	\$50.00	\$9.16	\$22.00
MISSISSIPPI	\$100.00	\$50.00	\$10.80	\$22.00
NORTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
SOUTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
TENNESSEE	\$100.00	\$50.00	\$10.80	\$22.00

Rates for Operational Support Systems stated above are interim and are subject to modification based upon receipt of a final, non-applicable order by each state's Public Service Commission.

In addition to OSS charges, applicable service order and related charges apply per the tariff.

<sup>1</sup> The Charge per 1,000 LSRs applies on a per CLEC basis.

<sup>2</sup> The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.





# Fax

To: Mary Kaye From: Christina Steele  
 Fax: (404) 658-9022 Pages: 2  
 Phone: \_\_\_\_\_ Date: 9/24/98  
 Re: \_\_\_\_\_ CC: \_\_\_\_\_

- Urgent     For Review     Please Comment     Please Reply

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
Per our conversation.  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_

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800-314-8428 Toll Free    407-328-5002 Phone    407-321-1453 Fax  
 3500 W. Lake Mary Road, Suite E    Lake Mary, Florida    32746

Resale Agreement - OSS Issue

**BellSouth** has developed electronic interfaces for placing most resale orders. **BellSouth** has also developed electronic systems for accessing data needed to place orders including valid address, available service and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. There shall be no charge for use of **BellSouth** developed electronic interfaces available upon the effective date of this Agreement when ordering Resale telecommunication services. When rates for use of the said **BellSouth** electronic interfaces are established via Commission rulings within the various states, they shall be applied to Reseller in accordance with the applicable rulings.

The above language with the exclusion of the OSS Chart would be acceptable to TCCF and would eliminate the necessity for arbitration within all states except Florida.

Mary K. Keyer  
General Attorney

BellSouth Telecommunications, Inc.  
Legal Department - Suite 4300  
675 West Peachtree Street  
Atlanta, Georgia 30375-0001  
Telephone: 404-335-0729  
Facsimile: 404-658-9022

September 29, 1998

VIA FACSIMILE AND U.S. MAIL

Andrea Welch  
Vice President-Administration  
Telephone Company of Central  
Florida, Inc.  
3575 West Lake Mary Boulevard  
Suite 210  
Lake Mary, Florida 32746

Dear Ms. Welch:

This responds to your facsimile dated September 24, 1998, regarding TCCF's proposed OSS language for the Resale Agreement between BellSouth and TCCF in all states except Florida. As you indicated, if BellSouth and TCCF can agree on OSS language that would eliminate the necessity for arbitration in those states. BellSouth is interested in working with TCCF to resolve this issue and eliminate any unnecessary arbitration proceedings if possible.

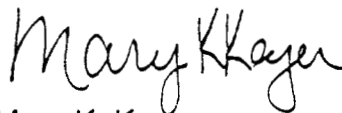
I believe BellSouth and TCCF are not that far apart regarding the OSS language. I am enclosing for your review proposed OSS language which would cover all states in BellSouth's territory except Florida. These states are, of course, Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. The difference in this language and that proposed by TCCF seems to be that BellSouth proposes to include interim OSS rates in those states in which the Commission or Regulatory Authority has not yet ordered final OSS rates. As you know, rates have already been established by the Public Service Commissions in Georgia, Kentucky and Louisiana. The rates set forth in Exhibit A under BellSouth's proposed language for those states are in fact the rates that have been set by the Commissions in those states. The rates for the remaining five states listed in Exhibit A are very much in line with those established rates.

Page 2  
Ms. Welch  
September 29, 1998

BellSouth's proposed language also includes a true-up provision for the interim rates once the Commissions or Regulatory Authority in the remaining five states set final rates. BellSouth believes this language is fair and reasonable to both parties as the rates listed therein are in line with the rates already established in three of BellSouth's states and are subject to true-up upon the Commissions issuing rates other than those listed in Exhibit A.

I believe the language proposed by BellSouth is fair and reasonable to both parties and hope it will be acceptable to TCCF so we can resolve eight of the nine pending arbitration proceedings. I look forward to hearing from you soon regarding resolution of these matters.

Sincerely,



Mary K. Keyer

Enclosure

135495

## BellSouth's Proposed Language

- U. BellSouth has developed electronic interfaces for placing most resale orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. The rates set forth in Exhibit A shall be applied to Reseller for the use of BellSouth developed electronic interfaces when ordering Resale telecommunication services. Such rates are interim and are subject to true-up based upon receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority. Final rates for Operational Support Services have been established in Georgia, Kentucky and Louisiana and are set forth in Exhibit A attached hereto.

## Exhibit A

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
	Non-Recurring Establishment Charge	Monthly Recurring Charge	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
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NORTH CAROLINA*	\$100.00	\$50.00	\$10.80	\$22.00
SOUTH CAROLINA*	\$100.00	\$50.00	\$10.80	\$22.00
TENNESSEE*	\$100.00	\$50.00	\$10.80	\$22.00

\*Rates for Operational Support Systems stated above are interim and are subject to true-up based receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority.

In addition to OSS charges, applicable service order and related charges apply per the tariff.

<sup>1</sup> The Charge per 1,000 LSRs applies on a per CLEC basis.

<sup>2</sup> The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.



October 2, 1998

Ms. Mary Keyer, General Attorney  
BellSouth Telecommunications, Inc.  
Legal Department - Suite 4300  
675 West Peachtree Street  
Atlanta, GA 30375-00001

Dear Ms. Keyer:

This letter is being sent in response to your correspondence dated September 29, 1998.

The attached language has been amended and is being submitted for your review. I have mirrored BellSouth's proposed language with one exception. I have added one sentence which reads, "OSS Order Charge Rates (electronic and/or manual) will not be applicable until such time as BellSouth has made available to the Reseller an automated means of processing the applicable order type (i.e. adds, moves, changes, trouble tickets) via an electronic interface." The inclusion of this or similar language is required to insure that TCCF is not charged a fee (electronic or manual) until such time as an electronic interface is available for use.

Currently, BellSouth has not made available to the Reseller an automated means of processing adds, moves, changes and trouble tickets. TAG (Telecommunications Access Gateway) is scheduled for release on November 1, 1998. If this date is met and TAG works as communicated, this will be BellSouth's first attempt to provide automation within the "after-the-sale" side of the business. LENS and EDI are the automation tools currently provided by BellSouth for the provisioning of new orders. Each of these systems have limitations. For example, complex orders and orders with more than six lines can not be processed using LENS and/or EDI.

TCCF wishes to move forward with the adoption of OSS language which will eliminate the need for arbitration in all but the state of Florida. However, the language needs to include an appropriate level of protection from being invoiced for automation which does not exist.

Sincerely,

A handwritten signature in cursive script that reads "Andrea K. Welch".

Andrea K. Welch,  
Chief Operating Officer

Enclosure

Page 1 of 2

## Resale Agreement - OSS Issue

BellSouth has developed electronic interfaces for placing most resale orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. The rates set forth in Exhibit A shall be applied to Reseller for the use of BellSouth developed electronic interfaces when ordering Resale telecommunication services. OSS Order Charge Rates (electronic and/or manual) will not be applicable until such time as BellSouth has made available to the Reseller an automated means of processing the applicable order type (i.e. adds, moves, changes, trouble tickets) via an electronic interface. The rates outlined within Exhibit A are interim and are subject to true-up based upon receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority. Final rates for Operational Support Services have been established in Georgia, Kentucky and Louisiana and are set forth in Exhibit A attached hereto.

# FAX

Date 10/07/98

Number of pages including cover sheet 4

<b>TO:</b>	<b>PHONE</b>	<b>FAX</b>
Andrea Welch	407-321-5002	407-321-1454

**FROM: MARY KEYER**  
 BellSouth Telecommunications, Inc.  
 4300 BellSouth Center  
 675 West Peachtree St., NE  
 Atlanta, GA 30375-0001

Phone 404-335-0729  
 Fax Phone 404-658-9022

**REMARKS:**  Urgent  For your review  Reply ASAP  Please Comment

Please see attached.



Mary K. Keyer  
General Attorney

BellSouth Telecommunications, Inc.  
Legal Department - Suite 4300  
675 West Peachtree Street  
Atlanta, Georgia 30375-0001  
Telephone: 404-335-0729  
Facsimile: 404-658-9022

October 7, 1998

**VIA FACSIMILE AND U.S. MAIL**

Andrea Welch  
Vice President-Administration  
Telephone Company of Central  
Florida, Inc.  
3575 West Lake Mary Boulevard  
Suite 210  
Lake Mary, Florida 32746

Dear Ms. Welch:

This responds to your letter dated October 2, 1998, regarding TCCF's further proposed OSS language for the Resale Agreement between BellSouth and TCCF in all states except Florida. As I indicated to you in my voice mail yesterday, unfortunately, BellSouth cannot agree to the language as proposed by TCCF. As we discussed today, BellSouth must charge processing fees, either manual or electronic, for processing orders since BellSouth does incur the costs in doing so. Because manual processing takes BellSouth longer, it is obviously more costly for BellSouth.

As you know, three states, Georgia, Kentucky and Louisiana, have already established OSS rates, both electronic and manual. I do not believe the other five states, Alabama, Mississippi, North Carolina, South Carolina and Tennessee, will do anything differently or that arbitration will change that and accomplish what you are trying to accomplish.

The language proposed by BellSouth, a copy of which is attached for your information, provides for reasonable rates in the eight states we are discussing, three of which are based on Orders from the Public Service Commissions in those states. BellSouth included "true-up" language in its proposed language in order to allow for a true-up should the Commissions in the remaining five states issue rates other than those listed in Exhibit A in BellSouth's proposed language.

**EDI COSTS**

**ONE TIME COSTS**

	PER PC.	# PC	COST
HARBINGER SOFTWARE	\$ 999.00	10	\$ 9,990.00
SET-UP & TESTING	\$ 400.00	10	\$ 4,000.00
MAIL BOX	\$ 25.00	10	\$ 250.00
<b>ONE TIME IMPLEMENTATION COSTS - (10 USERS):</b>			<b>\$ 14,240.00</b>

**ANNUAL COST**

	PER PC	# PC	COST
MAINTENANCE - TO INCLUDE SOFTWARE UPDATES - (10 USERS - COST WILL VARY WITH NUMBER OF USERS):	\$ 495.00	10	\$ 4,950.00

**RECURRING TRANSACTION COSTS**

	PER PAGE SENT*
PROCESSING FEE	\$ 0.20

**\* PAGES REQUIRED TO PROCESS ORDER:**

**NEW ORDERS:** 3 PAGES PER ORDER (FOR 1 LINE) PLUS  
 1 PAGE FOR EACH ADDITIONAL LINE TO BE PROVISIONED

**ADD FEATURE:** 3 PAGES PER ORDER (FOR 1 LINE) PLUS  
 1 PAGE FOR EACH ADDITIONAL LINE

**DISCONNECT LINE:** 2 PAGES PER ORDER (FOR 1 LINE) PLUS  
 1 PAGE FOR EACH ADDITIONAL LINE

**MOVE LINE:** 3 PAGES PER ORDER (FOR 1 LINE) PLUS  
 1 PAGE FOR EACH ADDITIONAL LINE PLUS  
 1 PAGE FOR DIRECTORY LISTING

**DIRECTORY CHANGE:** 1 PAGE PER ORDER

## BellSouth's Proposed Language

- U. BellSouth has developed electronic interfaces for placing most resale orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. The rates set forth in Exhibit A shall be applied to Reseller for the use of BellSouth developed electronic interfaces when ordering Resale telecommunication services. Such rates are interim and are subject to true-up based upon receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority. Final rates for Operational Support Services have been established in Georgia, Kentucky and Louisiana and are set forth in Exhibit A attached hereto.

## Exhibit A

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
	Non-Recurring Establishment Charge	Monthly Recurring Charge	Electronic	Manual
			Per LSR received from the CLEC by one of the OSS interactive interfaces	Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA*	\$100.00	\$50.00	\$10.80	\$22.00
GEORGIA	\$200.00	Per 1,000 electronic LSRs received from the CLEC <sup>1</sup> First 1,000 - \$550.00 Add'l 1,000 - \$110.00	Note <sup>2</sup>	\$22.00
KENTUCKY	\$100.00	\$50.00	\$10.89	\$22.00
LOUISIANA	\$100.00	\$50.00	\$9.16	\$22.00
MISSISSIPPI*	\$100.00	\$50.00	\$10.80	\$22.00
NORTH CAROLINA*	\$100.00	\$50.00	\$10.80	\$22.00
SOUTH CAROLINA*	\$100.00	\$50.00	\$10.80	\$22.00
TENNESSEE*	\$100.00	\$50.00	\$10.80	\$22.00

\*Rates for Operational Support Systems stated above are interim and are subject to true-up based receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority.

In addition to OSS charges, applicable service order and related charges apply per the tariff.

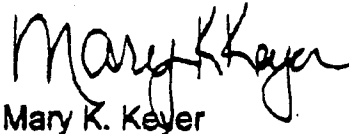
<sup>1</sup> The Charge per 1,000 LSRs applies on a per CLEC basis.

<sup>2</sup> The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.

Page 2  
Ms. Welch  
October 7, 1998

I hope TCCF will reconsider its position in this matter and will accept BellSouth's proposed language as shown in the attachment. I believe this language represents a fair compromise and a reasonable and economic resolution to eight potential arbitrations for both parties.

Sincerely,



Mary K. Keyer

Enclosure

136664

## BELLSOUTH ORDER CHARGES

Description	Charge	Svc Order	May Qty	Oct Qty	May Cost	Oct Cost
Charge For Deregulated Wiring Installation/Rearrangement Of Exposed Wiring And Jack	\$ 70.00					
Charge For No Presubscribed Interexchange Carrier	\$ 0.53		3	1	\$ 1.59	\$ 0.53
Charge For No Presubscribed Interexchange Carrier	\$ 2.75		561	571	\$ 1,542.75	\$ 1,570.25
Charge For Processing Change In Service (Bus)	\$ 15.81	X	691	6	\$ 10,924.71	\$ 94.86
Charge For Processing Change In Service (Res)	\$ 7.82	X	47	15	\$ 367.54	\$ 117.30
Charge For Service Changed - Add'l Line(s)	\$ 9.15	X				
Charge For Service Changed - First Line (Bus)	\$ 31.61	X	2		\$ 63.22	
Charge For Service Changed - First Line (Res)	\$ 17.98	X		8		\$ 143.84
Charge For Service Connected - Add'l Line(s)	\$ 9.98	X	30	5	\$ 299.40	\$ 49.90
Charge For Service Connected - First Line (Bus)	\$ 46.59	X	28	7	\$ 1,304.52	\$ 326.13
Charge For Service Connected - First Line (Res)	\$ 31.27	X	16	4	\$ 500.32	\$ 125.08
Charge For Unauthorized Local Service Change And Reconnection (Bus)	\$ 38.41		3	1	\$ 115.23	\$ 38.41
Charge For Unauthorized Local Service Change And Reconnection (Res)	\$ 29.41		1	1	\$ 29.41	\$ 29.41
One Time Charge For Changing Your Interlata Long Distance Company	\$ 1.49		260	43	\$ 387.40	\$ 64.07
One Time Charge For Changing Your Local Toll Company	\$ 0.45		4	27	\$ 1.80	\$ 12.15
One-Time Charge For 4 DS1FG Add'l Call Appearance Of The Primary Directory Number	\$ 3.13					
One-Time Charge For A9D Essx/Digital Essx, Assume Dial "9", Per Line	\$ 10.19					
One-Time Charge For Call Screening/Restriction	\$ 8.32					
One-Time Charge For Digital Facilities	\$ 5.82		46		\$ 267.72	
One-Time Charge For NSR Call Return - Per Line	\$ 0.92					
One-Time Charge For Restoral Of Service (1st Line Bus)	\$ 38.00	X		2		\$ 76.00
One-Time Charge For Restoral Of Service (1st Line Res)	\$ 23.00	X	4	3	\$ 92.00	\$ 69.00
One-Time Charge For Restoral Of Service (Add'l Line(s) Bus)	\$ 11.00	X				
One-Time Charge For SMBBX Memorycall Answering Service	\$ 15.00	X	7		\$ 105.00	
One-Time Charge For Trouble Determination Complex	\$ 45.00		1	5	\$ 45.00	\$ 225.00
One-Time Charge For Trouble Determination Simple	\$ 45.00					
Premises Visit Charge or Inside Move Visit	\$ 11.65		5		\$ 58.25	
Two-Line Modular Jack	\$ 6.50					
<b>Totals</b>			<b>1,709</b>	<b>699</b>	<b>\$ 16,105.86</b>	<b>\$ 2,941.93</b>

<b>Total Bill Amount</b>					<b>\$ 384,489.23</b>	<b>\$ 140,097.80</b>
<b>Other Charges Percentage Of Total Bill Amount</b>					<b>4.2%</b>	<b>2.1%</b>

<b>Additional "Proposed" Processing Fees</b>					<b>\$ 17,683.00</b>	<b>\$ 3,498.00</b>
<b>Total Bill Amount (With Additional Fees)</b>					<b>\$ 402,172.23</b>	<b>\$ 143,595.80</b>
<b>Other Charges Percentage Of Total Bill Amount</b>					<b>8.4%</b>	<b>4.5%</b>

**BellSouth Products and Services Interval Guide**  
**Resale - Option A**

Product/Service	Unit	Interval	NA	Interval	NA	Interval
Area Plus	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Call Waiting	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Call Waiting Deluxe	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Caller ID	per account	<3pm=0;>3pm=1	NA	2	NA	1
Custom Calling - Speed Calling; 3-Way Calling; Call Forwarding Variable; Remote Access to CF	per account	<3pm=0;>3pm=1	NA	2	NA	1
Enhanced Caller ID	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Georgia Community Calling	per account	<3pm=0;>3pm=1	NA	2	NA	1
Hunting	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Independent Payphone Provider (per location)	1-25 lines	3	NA	3	NA	1
	26+	3	NA	ICB	NA	1
Integrated Package - Area Plus, Area Plus w/Complete Choice & Complete Choice	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Local Exchange Line (Flat/Message/Measured) - Residence	1 line	<3pm=0;>3pm=1	NA	No dispatch = 0; Dispatch = 1	NA	1
	2 lines	<3pm=0;>3pm=1				
	3-5 lines	1				
	6-14 lines	2				
	15+	4				
Local Exchange Line (Flat/Message/Measured) - Business	1 line	<3pm=0;>3pm=1	NA	No dispatch = 0; Dispatch = 1	NA	1
	2 lines	<3pm=0;>3pm=1				
	3-5 lines	1				
	6-14 lines	2				
	15+	4				
MemoryCall	per account	<3pm=0;>3pm=1	NA	2	NA	1
Message Telephone Service (MTS)	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Optional Calling Plan	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1

**BellSouth Products and Services Interval Guide  
Resale - Option A**

Product/Service	Interval	Interval	Interval	Interval	Interval	Interval
PBX Trunks (Flat/Message/Measured)	1-5	3	NA	5	NA	2
	6-10	4		7		3
	11+	5		ICB		
Remote Call Forwarding (RCF)	per account	<3pm=0;>3pm=1	NA	1	NA	1
RingMaster Services	per account	<3pm=0;>3pm=1	NA	1	NA	1
TouchStar - Call Tracing; Call Block; Repeat Dialing; Call Selector; Call Return; Preferred Call Forwarding	per account	<3pm=0;>3pm=1	NA	1	NA	1
Touchtone	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Visual Director	per account	<3pm=0;>3pm=1	NA	2	NA	1

**NOTES:**

1. All dates are based on business days.
2. The assigned provisioning date assumes the availability of facilities and equipment.
3. ICB means Individual Case Basis. Contact your Account Manager to determine the appropriate interval.

BELLSOUTH  
TRACKING LOG

11/11/98

DATE CUST CALLED	CUSTOMER NAME	SERVICE REQUESTED	BTN NUMBER	PON NBR	DATE FAXED	FAX TIME	DATE CUST REQ'D	BELL DUE DATE	ORDER NBR	DATE COMPLETED	COMMENTS	# OF BUS DAYS TO COMPLETE	SERV INTERVAL GUIDE TO # BUS DAYS
8/1/98	[REDACTED]	Change plc to 0223	[REDACTED]	C3243	8/2/98	8:47	8/1/98	8/8/98	cydw432	8/8/98		6	1
8/1/98	[REDACTED]	Change plc to 0223	[REDACTED]	C3244	8/2/98	8:51	8/1/98	8/8/98	cy71929	8/8/98		6	1
8/1/98	[REDACTED]	Change plc	[REDACTED]	C3247A	8/10/98	10:08	8/1/98	8/11/98	cy66300	8/11/98		2	1
8/1/98	[REDACTED]	Add a line	[REDACTED]	C3247B	8/10/98	10:09	8/1/98	8/18/98			None Classification	N/A	N/A
8/1/98	[REDACTED]	Add a line	[REDACTED]	C3247B Ver 0	8/11/98	7	8/1/98	8/18/98	aylcm465	8/21/98		6	1
8/2/98	[REDACTED]	Disconnect a line	[REDACTED]	C3248	8/2/98	2:45	8/2/98	8/4/98	dywh737	8/4/98		3	1
8/2/98	[REDACTED]	Remove call waiting	[REDACTED]	C3261	8/2/98	3:11	8/2/98	8/4/98	cy11674	8/4/98		2	1
8/3/98	[REDACTED]	Change acct name and listing	[REDACTED]	C3254	8/3/98	15:58	8/3/98	8/1/98	cy44092	8/1/98		2	1
8/3/98	[REDACTED]	Change plc to 0555	[REDACTED]	C3255	8/3/98	4:13	8/3/98	8/4/98	ckux077	8/4/98		1	1
8/4/98	[REDACTED]	Change Adj'dr name	[REDACTED]	C3257	8/4/98	12:42	8/4/98	8/12/98	nbl053	8/12/98		7	1
8/4/98	[REDACTED]	Disconnect line	[REDACTED]	C3260	8/4/98	2:13	8/4/98	8/8/98	dyrb078	8/8/98		3	1
8/8/98	[REDACTED]	T & F	[REDACTED]	C3261	8/8/98	2:02	8/8/98	8/23/98	kmr071		NONE Customer cancelled.	N/A	N/A
8/8/98	[REDACTED]	Disconnect ISDN line	[REDACTED]	C3262	8/8/98	2:03	8/8/98	8/25/98	drb070	8/25/98		N/A	N/A
8/8/98	[REDACTED]	Remove cl wing, add cl fwd	[REDACTED]	C3263	8/8/98	8:52	8/8/98	8/11/98	cy6871	8/11/98		3	1
8/8/98	[REDACTED]	Add 2 lines into Rotary	[REDACTED]	C3264	8/8/98	10:52	8/8/98	8/16/98	cyym1215	8/15/98		6	2
8/8/98	[REDACTED]	Change acct name and listing	[REDACTED]	C3266	8/8/98	3:27	8/8/98	8/10/98	cycc5083	8/10/98		1	1
8/8/98	[REDACTED]	Add a line	[REDACTED]	C3267A	8/11/98	3:40	8/11/98	8/16/98	cyjpb018	8/16/98		6	1
8/8/98	[REDACTED]	Disconnect a line	[REDACTED]	C3268	8/8/98	4:28	8/8/98	8/10/98	dyr2283	8/10/98		2	1
8/10/98	[REDACTED]	Disconnect line	[REDACTED]	C3270	8/10/98	8:49	8/10/98	8/11/98	dygh284	8/11/98		1	1
8/11/98	[REDACTED]	Disconnect a line	[REDACTED]	C3272	8/11/98	1:04	8/11/98	8/21/98	dykh1583	8/21/98		N/A	N/A
8/11/98	[REDACTED]	Add caller ID name and nbr	[REDACTED]	C3273	8/11/98	3:04	8/11/98	8/15/98	cy191236	8/15/98		2	2
8/8/98	[REDACTED]	Add area plus	[REDACTED]	C3274	8/11/98	3:32	8/8/98				NONE	N/A	N/A
8/8/98	[REDACTED]	Add area plus	[REDACTED]	C3274 Ver 01	8/11/98	7	8/8/98	8/22/98	cyqgn729	8/22/98	Usage prohibited to call	3	1
8/14/98	[REDACTED]	T & F	[REDACTED]	C3277	8/14/98	10:36	8/14/98	8/22/98	cy1008	8/25/98	Pending facilities, had to rewire area	10	1



BELLSOUTH  
TRACKING LOG

11/11/98

CALLED	NAME	REQUESTED	NUMBER	NBR	FAXED	TIME	REQ'D	DATE	NBR	COMPLETED	TO COMPLETE	GUIDE TO # BUS DAYS
9/14/98	[REDACTED]	Add Memory call	[REDACTED]	C3275	9/14/98	11:28	9/14/98	9/16/98	cywln888	9/16/98	3	2
9/18/98	[REDACTED]	Add call fwd-dorft ans.	[REDACTED]	C3278A	9/18/98	4:22	9/18/98	9/18/98	cyx5x122	9/21/98	9	1
9/14/98	[REDACTED]	Add a line	[REDACTED]	C3279	9/14/98	11:37	9/14/98	9/23/98	crv3x120	9/23/98 Tech needed Entry/scheduled 9/23	8	1
9/14/98	[REDACTED]	Disconnect lines	[REDACTED]	C3283	9/15/98	10:14	9/14/98	9/18/98	dym8v800	9/18/98	4	1
9/15/98	[REDACTED]	Change pic to 0037	[REDACTED]	C3285	9/15/98	3:20	9/15/98	9/17/98	cypr1843	9/17/98	2	1
9/15/98	[REDACTED]	Change pic to 0037	[REDACTED]	C3286	9/15/98	3:48	9/15/98	9/17/98	cyrnx091	9/17/98	2	1
9/15/98	[REDACTED]	Change pic to 0037	[REDACTED]	C3287	9/15/98	3:41	9/15/98	9/17/98	cyrdq138	9/17/98	2	1
9/15/98	[REDACTED]	Add BRD usoc	[REDACTED]	C3289	9/15/98	4:17	9/15/98	9/22/98	cyq4g848	9/22/98	9	1
9/15/98	[REDACTED]	Add BRD usoc	[REDACTED]	C3290	9/15/98	4:24	9/15/98	9/22/98	cyw0y818	9/23/98	8	1
9/18/98	[REDACTED]	Add existing line to Hunt	[REDACTED]	C3292	9/18/98	11:14	9/18/98	9/22/98	cyt6t907	9/22/98	8	1
9/18/98	[REDACTED]	Add two line into hunt	[REDACTED]	C3295	9/18/98	3:24	9/18/98	9/28/98	cykx418	9/28/98	8	1
9/16/98	[REDACTED]	Add Call waiting	[REDACTED]	C3296	9/17/98	9:08	9/16/98	9/18/98	cyx4383	9/18/98	2	1
9/18/98	[REDACTED]	Change pic to 0288	[REDACTED]	C3298	9/18/98	2:13	9/18/98	9/22/98	cyryk701	9/22/98	3	1
9/18/98	[REDACTED]	Change Directory name	[REDACTED]	C3299	9/18/98	2:43	9/18/98	9/21/98	cyr4x334	9/22/98	3	1
9/25/98	[REDACTED]	Add call block	[REDACTED]	C3300A	9/25/98	4:50	9/25/98	9/28/98	cyyl1485	9/28/98	1	1
9/21/98	[REDACTED]	Add caller ID	[REDACTED]	G3303	9/21/98	1:38	9/21/98	9/28/98	cykb8837	9/28/98	8	2
9/21/98	[REDACTED]	Change Phone Number	[REDACTED]	C3304	9/21/98	2:05	9/21/98	9/25/98	cy11b238	9/25/98	5	1
9/21/98	[REDACTED]	Disconnect number	[REDACTED]	G3305	9/21/98	2:18	9/21/98	9/23/98	dytj622	9/23/98	3	1
9/21/98	[REDACTED]	Disconnect Exst	[REDACTED]	C3308	9/21/98	3:21	9/21/98	9/30/98	cykx378	9/30/98	N/A	N/A
9/22/98	[REDACTED]	Add caller ID name and rbr	[REDACTED]	C3309	9/22/98	1:10	9/22/98	9/28/98	cykx787	9/28/98	6	2
9/22/98	[REDACTED]	Remove Freeze	[REDACTED]	C3310	9/22/98	1:11	9/22/98	9/28/98	cyxoc531	9/28/98	5	1
9/22/98	[REDACTED]	Add 5 lines	[REDACTED]	G3312	9/22/98	1:53	9/22/98	9/30/98	cyqno758	9/30/98	7	1
9/22/98	[REDACTED]	Add call waiting	[REDACTED]	G3314	9/22/98	3:40	9/22/98	9/25/98	cyly8971	9/25/98	4	1
9/23/98	[REDACTED]	Change yellow page number	[REDACTED]	G3318	9/23/98	1:08	9/23/98	10/5/98	rypm285	10/5/98 Had to re fax 9/29. Bell does not have. 10/5. Had to call Bill at Bell for assistance.	9	1
9/25/98	[REDACTED]	Change pic to 0333	[REDACTED]	C3318	9/25/98	10:50	9/25/98	9/28/98	cyvnb846	9/28/98	2	1

BELLSOUTH  
TRACKING LOG

CALLER	NAME	REQUESTED	NUMBER	NBR	FIXED	TIME	REQD	DATE	NBR	COMPLD	TO COMPLETE	GUIDE TO # BUS DAYS
8/25/98		Disconnect line	C3320		8/25/98	1:48		8/25/98	gy16C02	2		1
8/25/98		Disconnect line	C3321		8/25/98	2:45		8/25/98	dy10A82	3		1
8/25/98		Change pic to 0333	C3322		8/25/98	4:05		8/25/98	gyr4471	2		1
8/28/98		Disconnect 2 lines	C3325		8/28/98	8:25		8/28/98	gy1A950	3		1
8/28/98		Disconnect 2 lines	C3327		8/28/98	10:33		8/28/98	dyqy584	3		1
8/28/98		Disconnect a line	C3330		8/28/98	8:24		8/28/98	dyqpa230	2		1
8/30/98		Add a line	C3331		8/30/98	8:58		8/30/98	gy13928	8		1
10/1/98		Disconnect 2 lines	C3334		10/1/98	1:01		10/3/98	gy1K412	3		1
10/1/98		Change pic and add compl chob	C3336		10/1/98	2:00		10/8/98	gy1y448	4		1
10/1/98		Add a line	C3337		10/1/98	2:48		10/8/98	gy15880	8		1
10/1/98		Add 3 features to complet chob	C3338		10/1/98	4:37		10/1/98	NONE	N/A		N/A
10/1/98		Add 3 features to complet chob	C3338 Ver 01		10/1/98	7		10/7/98	gy1b7713	2		1
10/5/98		Change fr: complet chob to FR	C3341		10/5/98	11:18		10/5/98	gy1v844	3		1
10/5/98		T & F	C3342		10/5/98	1:56		10/19/98	gy1v987	N/A	old number dis. New nbr instl cancelled	N/A
10/8/98		Add cell net and 3-way blk	C3344		10/7/98	10:30		10/8/98	gy1B385	3		1
10/8/98		Disconnect Memorycell	C3348		10/8/98	2:05		10/8/98	gy1p1201	4		2
10/8/98		Disconnect line	C3347		10/8/98	3:08		10/8/98	dy1q078	3		1
10/8/98		Disconnect line	C3348		10/8/98	3:07		10/8/98	dy1p5855	3		1
10/8/98		T & F	C3351		10/8/98	10:01		10/14/98	gy1v489	N/A		N/A
10/8/98		Change serv. to complete chob	C3353		10/12/98	9:48		10/14/98	gy1h111	10/14/98		1
10/12/98		Change pic to 0545	C3354		10/12/98	12:35		10/12/98	gy1v3464	2		1
10/12/98		Change opt intercept	C3355		10/12/98	12:53		10/13/98	gy1v5178	2		1
10/12/98		Change opt intercept	C3358		10/12/98	12:57		10/13/98	gy1v8589	2		1
10/13/98		T & F	C3357		10/13/98	7		10/18/98	gy1v8881	10/18/98		N/A
10/13/98		T & F	C3358		10/13/98	7		10/18/98	gy1v8847	10/18/98		N/A

BELLSOUTH  
TRACKING LOG

11/11/98

CALLED	NAME	REQUESTED	NUMBER	NBR	FAXED	TIME	REQ'ED	DATE	NBR	COMPL'ED		TO COMPLETE	GUIDE TO # BUS DAYS
10/13/98	[REDACTED]	T & F	[REDACTED]	C3358	10/13/98	7	10/10/98	10/19/98	bn6-510	10/10/98		N/A	N/A
10/14/98	[REDACTED]	Disconnected line	[REDACTED]	C3360	10/14/98	10:14	10/14/98	10/16/98	oymhn246	10/16/98		3	1
10/14/98	[REDACTED]	Disconnected line	[REDACTED]	C3361	10/14/98	10:25	10/14/98	10/15/98	dy19781	10/15/98		2	1
10/14/98	[REDACTED]	Disconnected line	[REDACTED]	C3363	10/14/98	10:53	10/14/98	10/15/98	dyx7p166	10/16/98		2	1
10/14/98	[REDACTED]	Add Memory call	[REDACTED]	C3365	10/14/98	12:44	10/14/98	10/17/98	oymcn290	10/17/98		4	2
10/14/98	[REDACTED]	Remove non-pub	[REDACTED]	C3367	10/14/98	1:02	10/14/98	None	None	None	10/16 - Went into Clarifications	N/A	N/A
10/14/98	[REDACTED]	Remove non-pub	[REDACTED]	C3367 Ver 01	10/22/98	15:59	10/14/98	10/26/98	oymnq528	10/26/98		2	1
10/14/98	[REDACTED]	Remove non-pub	[REDACTED]	C3368	10/14/98	1:08	10/14/98	None	None	None	10/16 - Went into Clarifications	N/A	N/A
10/14/98	[REDACTED]	Remove non-pub	[REDACTED]	C3368 Ver 01	10/22/98	12:46	10/14/98	10/26/98	oymnd878	10/26/98		3	1
10/15/98	[REDACTED]	Disconnected line	[REDACTED]	C3371	10/15/98	10:02	10/16/98	10/17/98	dyqph546	10/17/98		3	1
10/15/98	[REDACTED]	Chg opt intercept	[REDACTED]	C3372	10/15/98	10:08	10/16/98	10/20/98	oqlq508	10/20/98		4	1
10/15/98	[REDACTED]	Correct memory call/htg/ing	[REDACTED]	C3373	10/15/98	11:13	10/16/98	10/15/98	oymjk255	10/15/98		0	2
10/16/98	[REDACTED]	T & F	[REDACTED]	C3378	10/16/98	11:34	11/13/98	11/18/98	hyno7382		Cust req'd to change due date from 11/3 to 11/9 - 11/8, cust chg dd 11/13		
10/16/98	[REDACTED]	Remove vacation service	[REDACTED]	C3378	10/16/98	3:39	10/23/98	10/23/98	oym8y158	10/23/98		N/A	N/A
10/20/98	[REDACTED]	T & F	[REDACTED]	C3381	10/21/98	8:38	10/20/98	Cancelled	None	None	Req'd Expedite, 10/23-rec'd clarif due to frwd address. Cust switched back to Bell and they moved her line.	N/A	N/A
10/21/98	[REDACTED]	Change pls to 0555	[REDACTED]	C3382	10/21/98	11:15	10/21/98	10/27/98	oymv210	10/27/98		5	1
10/21/98	[REDACTED]	T & F	[REDACTED]	C3383	10/22/98	13:04	10/30/98	10/30/98	hxm8891	10/30/98		N/A	N/A
10/23/98	[REDACTED]	Remove Memory call	[REDACTED]	C3387	10/23/98	16:40	10/23/98	10/27/98	oym8914	10/27/98		2	2
10/26/98	[REDACTED]	Disconnected Essex line	[REDACTED]	C3394	10/26/98	11:37	10/28/98	11/3/98	oym8c88	11/3/98	Essex line	7	7
10/27/98	[REDACTED]	Remove call waiting	[REDACTED]	C3397	10/27/98	11:09	10/27/98	10/30/98	oym2x869	10/30/98		4	1
10/27/98	[REDACTED]	Change lpa to 5124	[REDACTED]	C3399	10/27/98	16:14	10/27/98	10/28/98	oym3521				
10/28/98	[REDACTED]	T & F	[REDACTED]	C3402	10/28/98	14:37	10/30/98	11/4/98	oymv411		Called See CID Notes Req'd Expedite. Called Bill for assistance.	N/A	N/A
10/28/98	[REDACTED]	Remove 8 features	[REDACTED]	C3403	10/28/98	16:32	10/28/98	11/3/98	oym8824	11/3/98		4	1
10/28/98	[REDACTED]	T & F	[REDACTED]	C3404	10/28/98	16:31	11/13/98			None	11/04-cust req'd new due date		
11/4/98	[REDACTED]	T & F	[REDACTED]	C3404 Ver 01	11/4/98	9:03	11/30/98	11/30/98	oym8073			N/A	N/A

BELLSOUTH  
TRACKING LOG

11/11/98

CALLED	NAME	REQUESTED	NUMBER	NBR	FAXED	TIME	REQD	DATE	NBR	COMPL'D		TO COMPLETE	GUIDE TO # BUS DAYS
10/28/98		Disconnect 3 lines		C3405	10/28/98	16:57	10/28/98	11/8/98	cygho598		Originally faxed 10/28 pm/Bell does not have record -refused 11/3-order rejected need ver/faxed with ver 01	7	1
10/28/98		Disconnect line		C3408	10/28/98	17:44	10/28/98	11/3/98	dirnl176	11/3/98	11/3-Bell does not have record - they are researching	4	1
10/28/98		Change plc and lpc to 0323		C3407	10/28/98	17:52	10/28/98	11/4/98	cfmk164	11/4/98	11/3-Bell does not have record - they are researching	6	1
10/28/98		Remove area plus plan		C3408	10/28/98	17:57	10/28/98			None	11/3-Bell does not have record - they are researching	4	1
10/28/98		Remove area plus plan		C3408 Ver 01	11/4/98	8:33	10/28/98	11/10/98	cm15886		11/4-had to correct usec		
10/28/98		Change plc to 0555		C3409	10/28/98	10:07	10/28/98	11/2/98	cyyn5888	11/4/98		6	1
10/28/98		Change plc to 0555		C3410	10/28/98	10:10	10/28/98	11/5/98	cyrlx638	11/5/98		6	1
10/28/98		Change plc to 0555		C3410A	11/10/98	8:24	10/28/98				11/10- Tammy's pon ch'gd plc to 6437, I refused pon bll correct plc back to 0555.		
10/28/98		Change plc to 0555		C3411	10/28/98	10:17	10/28/98	11/8/98	cyrlf614			7	1
10/28/98		Add area plus		C3412	10/28/98	11:34	10/28/98	11/3/98	cryj3182	11/8/98		4	1
10/28/98		Remove additional directory		C3413	10/28/98	10:57	10/28/98	11/2/98	rytyw118	11/2/98		3	1
10/28/98		Add foreign directory		C3414	10/28/98	11:26	10/28/98	11/3/98	rydl669	11/3/98		4	1
10/30/98		Disconnect line		C3415	10/30/98	11:30	10/30/98	11/4/98	dymy348	11/4/98		4	1
10/30/98		Change Phone Number		C3416	10/30/98	12:06	10/30/98	11/5/98	cyxy9941	11/5/98		6	1
11/2/98		Disconnect line		C3419	11/2/98	10:08	11/2/98	11/25/98	drfc320			N/A	N/A
11/2/98		Disconnect line		C3420	11/2/98	10:10	11/2/98	11/25/98	dj17318	None	11/4-cust req'd to disconnect line now	N/A	N/A
11/4/98		Disconnect line		C3420 Ver 01	11/4/98	8:56	11/4/98	11/7/98	dj17318	11/7/98		4	1
11/3/98		Remove call fwd		C3423	11/3/98	12:37	11/3/98	11/8/98	cyndy445				
11/3/98		Add Caller ID		C3424	11/3/98	12:59	11/3/98			None	11/8-in clarifications, used wrong usec		
11/3/98		Add Caller ID		C3424 Ver 01	11/8/98	8:23	11/3/98			None	11/10-in clarifications, used wrong usec		
11/3/98		Add Caller ID		C3424 Ver 01	11/10/98	8:44	11/3/98						
11/4/98		Disconnect ISDN		C3426	11/4/98	10:50	11/4/98	11/8/98	dy1j3xd9	11/8/98	ISDN lines	2	7
11/4/98		Change plc and lpc to 0555		C3428	11/4/98	11:48	11/4/98			None	11/8 - Word into clarification due to our order to change all long distance. They should not have questioned it but processed it.		
11/4/98		Change plc and lpc to 0555		C3428 ver 01	11/8/98	13:11	11/4/98						

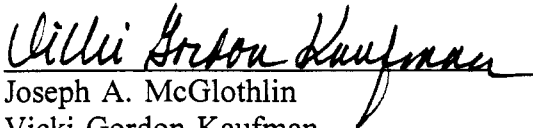
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **Direct Testimony and Exhibits of Andrea K. Welch** has been furnished by Unites States Mail, Hand Delivery (\*) or Federal Express (\*\*) this **3rd** day of **December, 1998**:

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