PATRICK W. TURNER General Attorney

BellSouth Telecommunications, Inc 150 South Monroe Street Room 400 Tallahassee, Florida 32301 (404) 335-0761

July 15, 2002

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

Re: Docket No.: 020578-TP Petition for Expedited Review and Cancellation of BellSouth **Telecommunications, Inc's Key Customer Promotional Tariffs**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth's Motion to Dismiss or, in the alternative, Response to Petition of Florida Competitive Carriers Association for Expedited Review and Cancellation of BellSouth's Key Customer Promotional Tariffs, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Patrick W. Tumer

Patrick W. Turner ((A)

Enclosures

cc: All Parties of Record Marshall M. Criser III R. Douglas Lackey

> DOOUNT NO NO DOTE 07329 JULISH FPSC-20MINISSION CLERK

CERTIFICATE OF SERVICE DOCKET NO. 020578-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Hand Delivery (*), electronic mail and Federal Express overnight delivery this 15th day of July 2002 to the following:

Felicia Banks (*) Linda Dodson (*) Staff Counsel Florida Public Service Commission Division of Legal Services 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 Tel. No. (850) 413-6191 Fax. No. (850) 413-6250 fbanks@psc.state.fl.us

Florida Competitive Carriers Assoc. c/o McWhirter Law Firm Joseph A. McGlothlin Vicki Gordon Kaufman Timothy J. Perry McWhirter, Reeves, McGlothlin, Davidson, Decker, Kaufman, Arnold & Steen, P.A. 117 South Gadsden Street Tallahassee, FL 32301 Tel. No. (850) 222-2525 Fax No. (850) 222-5606 jmcglothlin@mac-law.com vkaufman@mac-law.com

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of the Florida Competitive) Carriers Association for Expedited Review and) Cancellation of BellSouth Telecommunications) Inc.'s Key Customer Promotional Tariffs)

Docket No. 020578-TP

Filed July 15, 2002

BELLSOUTH TELECOMMUNICATIONS, INC.'S MOTION TO DISMISS OR, IN THE ALTERNATIVE, RESPONSE TO PETITION OF THE FLORIDA COMPETITIVE CARRIERS ASSOCIATION FOR EXPEDITED REVIEW AND CANCELLATION OF BELLSOUTH TELECOMMUNICAITONS, INC.'S KEY CUSTOMER PROMOTIONAL TARIFFS

BellSouth Telecommunications, Inc. ("BellSouth") respectfully submits its Motion to Dismiss or, in the Alternative, Response to the "Petition of the Florida Competitive Carriers Association ("FCCA") For Expedited Review and Cancellation of BellSouth Telecommunications, Inc.'s Key Customer Promotional Tariffs" ("Petition"). As explained below, the Florida Public Service Commission ("Commission") should dismiss the FCCA's Petition in its entirely. In the alternative, the Commission should summarily deny both the FCCA's request for expedited treatment of its Petition and the FCCA's request for the cancellation, suspension, postponement, and/or other modification of any of BellSouth's tariffs, and it should deny all remaining claims for relief set forth in the FCCA's Petition.

I. INTRODUCTION

Less than six months ago, Florida Digital Network, Inc. ("FDN") filed a Petition attacking a prior BellSouth Key Customer tariff¹ on grounds that are substantially similar to the grounds upon which the FCCA attacks the current Key Customer tariff.² The Commission convened Docket No. 020119-TP to address FDN's Petition, and several

¹ The Key Customer tariff that FDN attacked was in effect from January 31, 2002 through June 25, 2002. ² The current Key Customer tariff that is the subject of the FCCA's Petition went into effect on June

parties, including the FCCA and some of its members, intervened in that docket. BellSouth responded to several rounds of extensive discovery served by the Commission's Staff and parties in that docket.

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After investigating BellSouth's prior Key Customer tariff for nearly four months, the Commission addressed FDN's Petition during its June 18, 2002 Agenda Conference. The Commission heard extensive comments from the FCCA, FDN, Access Integrated Networks, Network Telephone Corp., BellSouth, and the Commission's Staff during that Conference. After hearing these comments, the Commission deliberated and unanimously voted not to cancel, suspend, postpone, or otherwise modify the prior Key Customer tariff. To the contrary, the Commission ruled

that

we are not swayed by FDN's allegations that BellSouth's 2002 Key Customer Program tariff was unduly discriminatory. Neither are we convinced that the rates for services purchased under the Program were non-compensatory. Therefore, we find that BellSouth's 2002 Key Customer tariff filing (T-020035) shall not be canceled.

See Notice of Proposed Agency Action Order Regarding BellSouth's 2002 Key Customer Tariff Program and Winback Promotions, Order No. PSC-02-0875-PAA-TP in

Docket No. 020119-TP at 16. (June 28, 2002) ("the PAA Order").

II. RESPONSE TO REQUEST FOR EXPEDITIED REVIEW AND REQUEST FOR SUSPENSION, CANCELLATION, OR POSTPONEMENT OF BELLSOUTH TARIFFS

The Commission should dismiss or, in the alternative, summarily deny the

FCCA's request for expedited review and its request for suspension, cancellation, or

postponement of BellSouth's current Key Customer tariff for the following reasons.

^{26, 2002} and continues in effect until December 31, 2002.

A. Far from being anticompetitive as the Petition erroneously alleges, BellSouth's current Key Customer tariff represents the very essence of competition.

The FCCA's Petition attacks the current Key Customer tariff, which has already gone into effect, on the same grounds that FDN attacked the prior Key Customer tariff. As FDN did, the FCCA complains about BellSouth's business decision to make the Key Customer program available in specified wire centers, it complains that the Key Customer tariff contains a termination charge,³ and it complains about the lower prices that are available to Florida consumers as a result of the Key Customer tariff. In summary, the FCCA complains that BellSouth has chosen to vigorously compete with the numerous offerings that the FCCA's members make available to Florida consumers in those areas of the State in which they have decided to compete. The overriding theme of the FCCA's attacks is that BellSouth's Key Customer tariff is somehow "anticompetitive."

The allegations in the FCCA's Petition, however, turn the meaning of "anticompetitive" on its head. BellSouth's offering lower prices to compete with the numerous competitive offerings of the FCCA's members *is* competition, and the Courts have held that "[i]t is *in the interest of competition* to permit dominant firms to engage in *vigorous* competition, *including price competition*."⁴ Moreover, because the prices BellSouth offers under the Key Customer tariff are not predatory, any harm that the FCCA's members purportedly suffer because of BellSouth's lower prices is simply the natural effect of competition. As the United States Supreme Court has held, "*cutting*

³ The FCCA complains of this termination charge despite the fact that, as explained below, many local exchange service tariffs that ALECs in Florida (including members of the FCCA) have filed with the Commission contain more substantial "full-buyout" termination charges.

⁴ Arthur S. Langenderfer, Inc. v. S.E. Johnson Co., 729 F.2d 1050, 1057 (6th Cir.), cert. denied 469 U.S. 1036 (1984)(emphasis added).

prices in order to increase business often is the very essence of competition. The antitrust laws were enacted for the protection of competition, not competitors." ⁵ The United States Supreme Court has also held that

Low prices benefit consumers regardless of how those prices are set, and so long as they are above predatory levels, they do not threaten competition. We have adhered to this principle regardless of the type of antitrust claim involved.

*

To hold that the antitrust laws protect competitors from the loss of profits due to such price competition would, in effect, render illegal any decision by a firm to cut prices in order to increase market share. *The antitrust laws require no such perverse result.*⁶

In filing its Petition, the FCCA is simply attempting to insulate its members from competition by BellSouth at the cost of depriving Florida customers of one of the intended benefits of the vibrant competition that exists in the local exchange market in Florida – lower prices. The Commission should reject the FCCA's attempts to stifle competition and should allow the current Key Customer tariff to remain in effect.

B. The FCCA has not – and cannot – allege any facts that support its conslusory allegations of substantial and irreparable harm.

Just as FDN alleged that the prior Key Customer tariff caused substantial and irreparable harm to it and other ALECs, the FCCA alleges that the current Key Customer tariff causes substantial and irreparable harm to Florida's ALECs. *See* Petition at p. 2, §IV. Just as FDN failed to allege any facts that, if proven, would have demonstrated any such harm, the FCCA has failed to allege any facts that, if proven, would demonstrate any such harm. Just as the Commission rejected FDN's

⁵ Atlantic Richfield Co. v. USA Petroleum Co., 495 U.S. 328, 338 (1990)(emphasis added).

⁶ Brooke Group Ltd. v. Brown & Williamson Tobacco Corp., 509 U.S. 209, 223 (1993)(emphasis added).

unsubstantiated allegations of substantial and irreparable harm, the Commission should reject the FCCA's unsubstantiated allegations of substantial and irreparable harm.

The reason that the FCCA has alleged no facts in support of these allegations is clear – there are no facts that would support any claim of irreparable harm. In December 2001, this Commission submitted a report entitled "Competition in Telecommunications Markets in Florida" ("the Report") to the legislature.⁷ This Report sates that "Florida has seen *continued increases* in competitive entry in the business and residential sectors" since the Commission's prior report in December 2000. (Report at 20) (emphasis added). In fact, "[a]s of June 30, 2001, 463 ALECs were certificated in Florida, with 108 reporting they were serving 959,586 access lines. By contrast, the 2000 report found 91 companies serving 710,617 access lines." (*Id*). The Report further notes that "[i]n the 1999 edition of this report, this agency found 80 companies serving a total of 555,172 access lines." (*Id.* at 51-52).

In other words, the number of ALECs providing service in Florida is steadily increasing: it increased by 14% from 1999 to 2000, and it increased by 19% from 2000 to 2001. Similarly, the number of access lines being served by ALECs in Florida is steadily increasing: it increased by 28% from 1999 to 2000, and it increased by 35% from 2000 to 2001. All of these increases occurred while various BellSouth promotions were in effect, some of which were quite similar to the current Key Customer tariff. These facts of public record flatly refute the FCCA's allegations that BellSouth's current Key Customer promotion will cause irreparable harm to competition in Florida.

⁷ The Commission prepared this Report "to satisfy the statutory requirements of Section 364.386, Florida Statutes," which requires the Commission to provide designated members of the Legislature an annual "report on the status of competition in the telecommunications industry" (See Report at 5; Florida Statutes §364.386).

C. The inaction of the FCCA and its members shows that expedited consideration of the Petition is neither necessary nor appropriate.

The inaction of the FCCA itself and of its own members further demonstrates that expedited consideration of the FCCA's Petition is neither necessary nor appropriate. Most, if not all, of the FCCA's members are parties to interconnection agreements with BellSouth, and those agreements provide that BellSouth will provide notice of the introduction of retail promotions at least forty-five days prior to the effective date of such promotions. BellSouth notifies ALECs of such promotions by way of a web-page to which all ALECs have access. Accordingly, on May 10, 2002, BellSouth posted a Notice on its web page that describes the currently effective Key Customer Program in detail. (See Attachment A). This Notice states that BellSouth anticipated filing the program tariff with the Commission on June 11, 2002 with an effective date of June 26, 2002, and BellSouth did, in fact, file the program tariff with the Commission on June 11, 2002 with a proposed effective date of June 26, 2002. (See Attachment B).⁸ The FCCA's members, therefore, had notice of the current Key Customer tariff long before it went into effect on June 26, 2002.

Significantly, the FCCA itself also had actual notice of the current Key Customer tariff before it went into effect. The FCCA was represented during the Commission's June 18, 2002 Agenda Conference, and in oral argument presented during that Conference, at least one ALEC explicitly noted the fact that the current Key Customer tariff had been filed and was due to go into effect soon.⁹ If expedited consideration of the FCCA's Petition really was appropriate, why did the FCCA not file its Petition immediately after the Commission's vote at the Agenda Conference rather than waiting

As a result of discussions initiated by the Commission's Staff, BellSouth filed replacement pages

until eight days later – the day before the tariff went into effect – to file it? If expedited consideration of the FCCA's Petition really was appropriate, why did no ALEC that had 45-days' notice of the effective date of the tariff file a similar Petition of its own?

D. The FCCA has alleged no facts that, even if proven, would suggest that the Commission should treat the current Key Customer tariff any differently than it treated the prior Key Customer tariff that it found "shall not be cancelled."

ч 4:

In Docket No. 020119-TP, the Commission's Staff recommended that if any party timely protests the Commission's PAA Order, "BellSouth should be precluded from filing any tariff that extends, mirrors, or builds upon the 2002 Key Customer Tariff provisions" until the resolution of the hearing on such protest. See Staff Recommendation in Docket No. 020119-TP at 25. The Commission unanimously voted not to accept this aspect of the Staff's recommendation, and no such provision appears in the Commission's PAA Order. The FCCA, therefore, is asking the Commission to do now what it declined to do in the PAA Order it issued two weeks ago – suspend or postpone a BellSouth tariff that offers lower prices to Florida consumers in order to compete with the many competitive offerings that ALECs are making available those same consumers. Incredibly, the FCCA asks for suspension or cancellation of the current Key Customer tariff without alleging any facts that would suggest that the Commission should treat the current Key Customer tariff any differently than it treated the prior Key Customer tariff that it found "shall not be cancelled." See PAA Order at 16.

In summary, the current Key Customer tariff represents the very essence of competition, and the FCCA has not – and cannot – allege facts that support its request for expedited consideration of its Petition. Moreover, the FCCA's own conscious

on June 25, 2002. These replacement pages are included in Attachment B.

decision to wait until the eve of the effective date of the current Key Customer tariff to file its Petition demonstrates that such expedited consideration is neither necessary nor appropriate. Finally, the FCCA has alleged no facts that suggest that the Commission should effectively reverse the decision it made in its PAA Order. The Commission, therefore, should dismiss or, in the alternative, summarily deny both the FCCA's request for expedited consideration of it its Petition and the FCCA's request for cancellation, suspension, postponement, and/or other modification of the current Key Customer tariff.

III. RESPONSE TO ALLEGATIONS SET FORTH IN THE PETITION

The FCCA did not set forth its allegations in numbered paragraphs in its Petition. BellSouth, therefore, will respond to the allegations set forth in the FCCA's Petition as best is can using the section headings that the FCCA used in its Petition.

A. Parties (Section I of the Petition)

Upon information and belief, BellSouth admits that the FCCA is an association and that some of the FCCA's members provide competitive telecommunications services in the state of Florida. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegation that the FCCA is a Florida not-for-profit corporation and, therefore, BellSouth denies this allegation. BellSouth denies the remaining allegations set forth in the first paragraph of Section I of the Petition.

BellSouth admits the allegations set forth in the second paragraph of Section I of the Petition regarding pleadings, notices and other documents related to this proceeding.

BellSouth admits the allegations set forth in the first sentence of the third paragraph of Section I of the Petition. BellSouth further admits that it provides local

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See, e.g., Tr. of June 18, 2002 Agenda Conference at 18-22.

exchange and other services in the State of Florida; that it is certificated to provide these services in the State of Florida, and that it is a "Bell Operating Company" and an "incumbent local exchange carrier" ("ILEC") under the terms of the federal Telecommunications Act of 1996. BellSouth denies the remaining allegations set forth in the third paragraph of Section I of the Petition.

B. Substantial Interests (Section II of the Petition)

BellSouth admits that some of the FCCA's members provide competitive local telecommunications services in BellSouth's territory in Florida. BellSouth denies the remainder of the allegations set forth in Section II of the Petition.

C. Facts Alleged (Section IV¹⁰ of the Petition)

1. First Paragraph of Section IV of the Petition

BellSouth admits that it filed the current Key Customer tariff that is the subject of the FCCA's Petition with the Commission on June 11, 2002, that the tariff became effective on June 26, 2002, and that customers may enroll in the promotion described in the tariff between June 26, 2002 and December 31, 2002. BellSouth admits that the terms and conditions of the promotion are set forth in BellSouth's current Key Customer tariff, a copy of which is Attachment C to this Response, and BellSouth denies the allegations set forth in the last sentence of the first paragraph of Section IV of the Petition to the extent that they are inconsistent with those terms and conditions. BellSouth denies the remainder of the allegations set forth in the first paragraph of Section IV of the Petition.

2. Second Paragraph of Section IV of the Petition

¹⁰ There is no Section III of the Petition – it jumps directly from Section II (Substantial Interests) to Section IV (Facts Alleged). To avoid confusion, BellSouth will refer to the Sections as they are numbered in the Petition.

BellSouth admits that Sections 364.08(2), 364.051(5)(b), and 364.051(5)(c) of the Florida Statutes say what they say, and BellSouth denies that its current Key Customer tariff violates these statutes in any manner. BellSouth denies the allegation that it has made no showing that the rates produced by the current Key Customer tariff are above its incremental costs. As explained below, the Commission has determined that the rates offered under the prior Key Customer tariff exceed incremental costs. Because the rates offered under the current Key Customer tariff are *higher* than the rates offered under the current Key Customer tariff are higher than the rates offered under the current Key Customer tariff are higher than the rates offered under the prior Key Customer tariff are higher than the rates offered under the current Key also exceed incremental costs.

The prior Key Customer tariff provided for the waiver of line connection charges during the promotion sign-up period, discounts of up to 100% off rotary (hunting) service, and discounts of up to 25% off monthly total billed revenue. *See* Attachment D. In its PAA Order addressing that tariff, the Commission noted that "via discovery, certain cost data was obtained from BellSouth and evaluated." *See* PAA Order at 12. Based on a review of that cost data, the Commission found "that the rates for services purchased under BellSouth's 2002 Key Customer Program are compensatory." *Id.* at 13. By "compensatory," the Commission meant that the rates exceeded incremental cost. *See Id.* at 10 ("In order for an offering to be compensatory, we believe that it must be offered at a rate equal to or greater than its incremental cost.").

Like the prior Key Customer tariff addressed in the Commission's PAA Order, the current Key Customer tariff provides for rewards equal to the line connection charges during the promotion sign-up period and rewards of up to 100% on hunting service. While the prior Key Customer tariff offered up to 25% off monthly total billed revenue, however, the current Key Customer tariff provides rewards of up to 20% off monthly total monthly billed revenue. The current Key Customer tariff, therefore, produces rates

that are *higher* than the rates produced by the prior Key Customer tariff that the Commission addressed in its PAA Order. Given that the lower rates produced by the prior Key Customer tariff exceed incremental costs, the *higher* rates produced by the current Key Customer tariff likewise exceed incremental costs.

BellSouth denies the remainder of the allegations set forth in the second paragraph of Section IV of the Petition.

3. Third Paragraph of Section IV of the Petition

BellSouth admits that the terms and conditions of the current Key Customer promotion (including those regarding hot wire centers) are set forth in BellSouth's current Key Customer tar^{iff}. a copy of which is Attachment C to this Response. BellSouth denies the allegations set forth in the third paragraph of Section IV of the Petition to the extent that they are inconsistent with terms and conditions of the current Key Customer tariff. BellSouth further denies any implication that making this offering available in designated wire centers as set forth in the current Key Customer Tariff violates any provision of applicable law. In Docket No. 020119-TP, FDN argued that the prior Key Customer tariff "extends discounted rates to one segment of small business customers who are indistinguishable from all other small business customers" because BellSouth only offered the promotion in hot wire centers. *See* PAA Order at 6. In response to this argument, the Commission stated:

We opine that nothing in Section 364.051(5)(a), Florida Statutes, prohibits or restricts a LEC from targeting specific geographic markets and offering volume and term discounts. Therefore, we believe that BellSouth's targeting is permissible under the provisions of this statute. As a result, we are not swayed by FDN's contention that BellSouth's 2002 Key Customer Program tariff is unduly discriminatory based upon the argument that BellSouth only selectively offers the promotion in the socalled "hot wire centers."

Id. at 7-8.

4. Fourth Paragraph of Section IV of the Petition

BellSouth denies the allegations set forth in the fourth paragraph of Section IV of the Petition.

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5. Fifth Paragraph of Section IV of the Petition

BellSouth admits that Section 364.3381(3) of the Florida Statutes says what it says, and BellSouth denies that its current Key Customer tariff violates this statute in any manner. BellSouth admits that it has responded to the vigorous competition by the ALECs for small business customers in the state of Florida by offering Key Customer programs in the past. BellSouth denies the remainder of the allegations set forth in the fifth paragraph of Section IV of the Petition and in response to those allegations, BellSouth incorporates its response to the second and third paragraphs of Section IV of the Petition herein by reference.

6. Sixth Paragraph of Section IV of the Petition

BellSouth admits that the Commission considered the prior Key Customer tariff in Docket No. 020119-TP and that the FCCA was represented at the Commission's June 18, 2002 Agenda Conference during which the Commission rendered its vote in that docket. BellSouth denies the remainder of the allegations set forth in the sixth paragraph of Section IV of the Petition. BellSouth specifically denies the allegation that "it is imperative that the 2002 Key Customer Program be suspended or postponed," and in response to that allegation, BellSouth incorporates Section II of this Answer herein by reference.

7. Seventh Paragraph of Section IV of the Petition

BellSouth admits that in order to participate in the current Key Customer program, eligible customers must sign either a 24-month term agreement or a 36-month term agreement. BellSouth admits that the current Key Customer tariff contains termination charges that must be paid if a customer terminates the election agreement, and BellSouth admits that these termination charges are set forth in its current Key Customer tariff (a copy of which is Attachment C of this Answer). BellSouth denies the allegations set forth in the third sentence of the seventh paragraph of Section IV of the Petition to the extent that they are inconsistent with Attachment C. BellSouth denies the remainder of the allegations set forth in the seventh paragraph of Section IV of the Petition.

In further response, BellSouth notes that in its PAA Order, the Commission rejected FDN's challenges to the termination charges that appeared in the prior Key Customer tariff, explaining that

a termination liability is commonplace in many types of contracts, not just contracts signed in conjunction with a promotional offering. We do not agree with FDN's characterization that a termination liability is "a poison pill," inasmuch as the customer is making a tradeoff – lower rates in return for a commitment period. We find that such tradeoffs are a common business practice and that BellSouth's 2002 Key Customer Program tariff is not unduly discriminatory.

See PAA Order at 10. To see just how common a business practice such tradeoffs are, one need look no further than the local exchange service tariffs that ALECs (including some of the FCCA's members) have filed with the Commission. The filed tariffs of several Florida ALECs, for example, contain language that is identical or substantially similar to the following language that appears in FDN's tariff:

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, *plus*;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; *plus*
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.¹¹

The filed tariffs of other Florida ALECs contain language that is identical or substantially

similar to the following language that appears in IDS Telcom, LLC's tariff:

If any portion of the Customer's service is disconnected for any reason prior to the end of the service period, the Customer shall pay a termination liability charge equal to 100% of the payments remaining in the service period within thirty (30) days of the disconnection.¹²

The pervasive use of "full-buyout" termination charges by its own members clearly

refutes the FCCA's allegations that the termination charge in BellSouth's current Key

Customer tariff (which is not a "full-buyout" provision) is in any way inappropriate.

¹¹ See, e.g., Florida Digital Network, Inc. Florida Price List No. 1 §2.8.1. See also @Link Networks, Inc. Florida Price List No. 2 §2.11.1; 1-800-Reconex, Inc. Florida Price List No. 1 §2.7.2; Access Integrated Networks, Inc. Florida Price List No. 1 §2.7.2; Access Point, Inc. Florida Price List No. 1 §2.8.1; Actel Integrated Communications, Inc. Florida Price List No. 1 §2.8.1; AT&T Broadband Phone of Florida, LLC Florida Price List No. 2 §2.13; MCI Metro Access Transmission Services LLC F.P.S.C. Price List No. 2 §2.7; MCI Worldcom Communications, Inc. FPSC Price List No. 2 §2.8.1; Melbourne Venture Group, LLC Florida Price List No. 1 §2.16.1; Nationnet Communications Corporation Florida Local Price List §2.12.2; XO Florida, Inc. FPSC Price List No. 3 §2.7.2. This is not intended to be an exhaustive list of ALEC tariffs that contain such termination liability provisions.

¹² See, e.g., IDS Telcom, LLC Florida Price List §2.20.2. See also Mpower Communications Corp. Florida P.S.C. Price List No. 1 §4.5; Teligent Services, Inc Florida Price List No. 1 §3.9.5. This is not intended to be an exhaustive list of ALEC tariffs that contain such termination liability provisions.

E. Material Facts in Dispute (Section V of the Petition)

BellSouth admits that it disputes the FCCA's conclusory and unsubstantiated allegations that BellSouth's current Key Customer promotion is anticompetitive, noncompensatory, and in violation of Florida Statutes. At this early stage of this proceeding, BellSouth has no way of knowing whether the FCCA would present any material facts that BellSouth would dispute during later stages of this proceeding and, therefore, BellSouth can neither admit nor deny that allegation at this time.

F. Requested Relief (Section VI of the Petition)

BellSouth denies that the FCCA is entitled to any of the relief it requests in Section VI of the Petition, in the "wherefore" clause of the Petition, or in any other provisions of the Petition.

G. Denial of Allegations that are not Expressly Admitted

To the extent that any allegation in the FCCA's Petition is not expressly admitted herein, such allegation is denied.

IV. MOTION TO DISMISS

As explained in detail above, the FCCA's Petition attacks the current Key Customer tariff on the same substantive grounds that FDN attacked the prior Key Customer tariff. Even if the FCCA could prove the sparse factual allegations that are set forth in its Petition, therefore, there is no need for the Commission to re-plow the same ground that it plowed less than a month ago. The Commission, therefore, should dismiss the FCCA's Petition in its entirety.

CONCLUSION

For all of the reasons set forth above, the Commission should dismiss the FCCA's Petition in its entirety. In the alternative, the Commission should summarily deny both the FCCA's request for expedited treatment of its Petition and the FCCA's request for the cancellation, suspension, postponement, and/or other modification of any of BellSouth's tariffs, and it should deny all remaining claims for relief set forth in the FCCA's Petition.

Respectfully submitted this 15th day of July 2002.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White

James Meza III c/o Nancy H. Sims 150 South Monroe Street Suite 400 Tallahassee, Florida 32301-1556 (305) 347-5558

R. Douglas Lackey (()A) Patrick W. Turner 675 West Peachtree Street, Suite 4300 Atlanta, Georgia 30375-0001 (404) 335-0761

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Notice

Notification Type:	Promotion			
Jurisdiction:	FLORIDA			
Notice Date:	05/10/2002			
Filing Package Number:	FL2002-094			
Service Name:	FL-Key 2002			
Tariff Sections:	A2.10			
Expected Issue Date:	06/11/2002			
Expected Effective Date:	06/26/2002			
Descriptive Narrative:	06/26/2002 This promotion is a 24 or 36-month term offering available to new and existing BellSouth customers that are located in specified wire centers. The Key Customer Program will offer rewards on the subscriber's bill. Subscribers must sign a 24 or 36-month agreement to participate in the program to receive the rewards specified. The Program will begin on June 26, 2002 and end on December 31, 2002. Program Eligibility • Available to new and existing BellSouth business customers subscribing to local exchange scrvice. • Monthly BST revenue for subscriber's location must be \$75 to \$3,000 (excluding hunting, analog private line, and ISDN PRI revenue) to receive the rewards. • Subscriber's location must be located in specified wire centers. • Subscriber subscriber's location agreement to receive the rewards. • Participant must be a BST customer at the time of the reward. The reward will appear as a credit in the OC&C section of the Subscriber's bill in a subsequent billing period usually within one or two billing cycles. • Reward: Specified % of Subscriber's regulated total billed revenue (TBR) (charges to the customer) from the GSST A and PLS B tariffs. Monthly TBR 24 Month 36 Month \$75-\$3000 10% 20% Hunting Reward 50% 100%			

Notice

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	 The total billed charges consists of end-user monthly billed BellSouth regulated charges at qualifying locations excluding: nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies. Subscribers who participate in the promotion and subscribe to new service during the promotional period, will receive an additional reward equal to the line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents and trunks). Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in an eligible location and no location meets the revenue requirement. Should Subscriber's charges exceed the \$3,000 threshold, the Subscriber will not receive the reward until the Subscriber's monthly charges meet this minimum TBR amount (\$75). Should Subscriber's charges exceed the sa,000 threshold, the Subscriber will only receive the maximum reward allowed under this Program for monthly charges up to \$3,000. In the event the Subscriber terminates the election agreement, the Subscriber must pay to BellSouth a termination charge as provided below for the number of months remaining on the agreed upon term. In addition, the Subscriber shall reimburse all rewards for line connection charge will appear on the Subscriber's final bill as a charge in the OC&C section.
	\$75 - \$149.99 \$25
	\$150 - \$3,000 \$40
	 Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in a specified wire center. Once enrolled, if Subscriber moves to a location outside the specified wire center, the term election agreement will continue throughout the remaining term. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.

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Notice



BellSouth Télecommunications, Inc Suite 400 150 South Monroe Street Tallahassee FL 32301-1556 2002 UNITED FOR 5: CO Marshell M. Griser III Vice President Regulatory & External Alfairs 850 224 7798 Fax 850 224 5073

marshall criser@beilsouth.com

June 11, 2002

Mr. Waher D'Haeseleer, Director Division of Competitive Markets and Enforcement 3 Shumard Oak Boulevard Tumanassee, Florida 32399-0850

Dear Mr. D'Haeseleer:

Pursuant to Florida Statute 364 051, we are filing herewith revisions to our General Subscriber Service Tariff. Following are the affected tariff pages:

General Subscriber Service Tariff Section Λ2 - Original Page 34.0.2.2 Original Page 34.0.2.3 Original Page 34.0.2.4

This promotion is a 24 or 36-month offering targeting BellSouth customers in specific Wire Centers. The promotion will begin June 26, 2002 and end December 31, 2002.

Program Eligibility

- Available to new and existing BellSouth business customers subscribing to local exchange service.
- Monthly BST revenue for subscriber's location must be \$75 to \$3,000 (excluding hunting, analog private line, and ISDN PRI revenue) to receive the rewards.
- Subscriber's location must be located in specified wire centers.
- Subscriber must sign a 24 or 36-month term election agreement to receive the rewards.

Promotion Elements

- Subscribers who participate in the promotion and subscribe to new service during the promotional period, will receive a reward equal to the line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents and trunks).
- Base reward: Specified % of Subscriber's regulated total billed revenue (TBR) (charges to the customer) from the GSST A and PLS B tariffs.

Monthly TBR	24 Month	36 Month
\$75-\$3000	10%	20%
Hunting Reward	50%	i00%

- The total billed charges consists of end-user monthly billed BellSouth regulated charges at qualifying locations excluding: nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.
- Participant must be a BST customer at the time of the reward. The reward will appear as a credit in the OC&C section of the Subscriber's bill in a subsequent billing period usually within one or two billing cycles.
- Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in an eligible location and one location meets the revenue requirement.

TARIFF NOTIFICATION FLORIDA

1676

Today's Date: 06/11/02

Filing Package No:

Filing Date: 06/11/02

Effective Date: 06/26/02

Subject: June 2002/ Second Quarter Key Customer filing.

Tariff Status: Filed (Filed, Approved, Withdrawn, Suspended, Denied)

TARIFF PAGES

GSST	
Section A2	Original Pg. 34.0.2.2
	Original Pg. 34.0.2.3
	Original Pg. 34.0.2.4

1676

BeliSouth Telecommunications, Inc. Suite 400 150 South Monroe Street Tallahassee, FL 32301-1556

Marshall M. Criser III Vice President Regulatory & External Affairs

850 224 7798 Fax 850 224 5073

marshall criser@bellsouth.com

June 11, 2002

Mr. Walter D'Haeseleer, Director Division of Competitive Markets and Enforcement 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Dear Mr. D'Haeseleer:

Pursuant to Florida Statute 364.051, we are filing herewith revisions to our General Subscriber Service Tariff. Following are the affected tariff pages:

General Subscriber Service Tariff Section A2 – Original Page 34.0.2.2 Original Page 34.0.2.3 Original Page 34.0.2.4

This promotion is a 24 or 36-month offering targeting BellSouth customers in specific Wire Centers. The promotion will begin June 26, 2002 and end December 31, 2002.

Program Eligibility

- Available to new and existing BellSouth business customers subscribing to local exchange service.
- Monthly BST revenue for subscriber's location must be \$75 to \$3,000 (excluding hunting, analog
- private line, and ISDN PRI revenue) to receive the rewards.
- Subscriber's location must be located in specified wire centers.
- Subscriber must sign a 24 or 36-month term election agreement to receive the rewards.

Promotion Elements

- Subscribers who participate in the promotion and subscribe to new service during the promotional
 period, will receive a reward equal to the line connection charges associated with the service order.
 This will include the Line Connection Charge (first and additional lines, line equivalents and trunks).
- Base reward: Specified % of Subscriber's regulated total billed revenue (TBR) (charges to the customer) from the GSST A and PLS B tariffs.

Monthly TBR	24 Month	36 Month
\$75- \$3000	10%	20%
Hunting Reward	50%	100%

- The total billed charges consists of end-user monthly billed BellSouth regulated charges at qualifying locations excluding: nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.
- Participant must be a BST customer at the time of the reward. The reward will appear as a credit in the OC&C section of the Subscriber's bill in a subsequent billing period usually within one or two billing cycles.
- Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as
 long as one location is in an eligible location and one location meets the revenue requirement.

Florida BellSouth Page 2 of 3

- Should Subscriber's charges decrease below \$73, the Subscriber will not receive the reward until the Subscriber's monthly charges meet this minimum TBR amount (\$75)
- Should Subscriber's charges exceed the \$3,000 threshold, the Subscriber will only receive the
 maximum reward allowed under this Program for monthly charges up to \$3,000.
- In the event the Subscriber terminates the election agreement, the Subscriber must pay to BellSouth a termination charge as provided below for the number of months remaining on the agreed upon term. In addition, the Subscriber shall reimburse all rewards for line connection charge. This termination charge will appear on the Subscriber's final bill as a charge in the OC&C section.

Monthly TBR at time of Set charge to be multiplied by number of months remain			
enroliment	on term after disconnect		
\$75 - \$149.99	\$25		
\$150 - \$3.000	\$40		

- Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in a specified wire center.
- Once enrolled, if Subscriber moves to a location outside the specified wire center, the term election
 agreement will continue throughout the remaining term.
- Applicable taxes and tees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.

Promotion Restrictions

- Subscribers with aggregate annual billing, per state of BellSouth services exceeding \$36,000 at the time of enrollment, are not eligible to participate in this tariffed promotion.
- Base and hunting rewards (for hunting service) apply only to BST regulated total billed charges within a state, not across states.
- Subscribers participating in a Volume and Term Agreement CSAs are not eligible to participate in this promotion.
- Analog Private Line or ISDN PRI services will not be included in qualifying revenue under this
 program or ontitled to rewards for the related revenue.
- Subscribers currently participating under an existing BST SBS Small Business Promotion local
 exchange term election agreement may migrate to this promotion without incurring any termination
 liability from the existing program if the Subscriber has twelve (12) months or less remaining under
 the existing term election agreement for local exchange services with BellSouth, and the Subscriber
 agrees to another BST SBS Small Business local exchange term election agreement that provides foran
 equal or greater number of business access lines than their existing local exchange term election
 agreement. The new local exchange service term agreement will be based upon monthly business
 access line rates in effect at the time the new local exchange service term election agreement is
 effective.
- Payment of the termination charge does not release the Subscriber from other previous amounts owed to BST.
- BellSouth reserves the right to terminate this program at any time; provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement.

Florida BellSouth Page 3 of 3

Acknowledgment, date of receipt and authority number of this filing are requested. A duplicate letter of transmittal is attached for this purpose.

Your consideration and approval will be appreciated.

Yours very truly,

Marshall M. Criser mas

Regulatory Vice President Attachments

Florida BellSouth Page 1 of 2

Executive Summary

This promotion is a 24 or 36-month term offering available to new and existing BellSouth customers that are located in specified wire centers within those states. The Key Customer Program will offer rewards on the subscriber's subscriber's loscribers must sign a 24 or 36-month agreement to participate in the program to recommendate specified. The Program will begin on June 26, 2002 and end on December 31, 2002.

Program Eligibility

- Available to new and existing BellSouth business customers subscribing to local exchange service.
- Monthly BST revenue for subscriber's location must be \$75 to \$3,000 (excluding hunting, analog private line, and ISDN PRI revenue) to receive the rewards.
- Subscriber's location must be located in specified wire centers.
- Subscriber must sign a 24 or 36-month term election agreement to receive the rewards.

Promotion Elements

- Subscribers who participate in the promotion and subscribe to new service during the promotional period, will receive a reward equal to the line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents and trunks).
- Base reward: Specified % of Subscriber's regulated total billed revenue (TBR) (charges to the customer) from the GSST A and PLS B tariffs.

Monthly TBR	24 Month	36 Month
\$75-\$3000	10%	20% ''
Hunting Reward	50%	100%

- The total billed charges consists of end-user monthly billed BellSouth regulated charges at qualifying locations excluding: nonregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.
- Participant must be a BST customer at the time of the reward. The reward will appear as a credit in the OC&C section of the Subscriber's bill in a subsequent billing period usually within one or two billing cycles.
- Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations
 participate as long as one location is in an eligible location and one location meets the
 revenue requirement.
- Should Subscriber's charges decrease below \$75, the Subscriber will not receive the reward until the Subscriber's monthly charges meet this minimum TBR amount (\$75).
- Should Subscriber's charges exceed the \$3,000 threshold, the Subscriber will only receive the maximum reward allowed under this Program for monthly charges up to \$3,000.

Florida	
BellSouth	
Page 2 of 2	2

• In the event the Subscriber terminates the election agreement, the Subscriber must pay to BellSouth a termination charge as provided below for the number of months remaining on the agreed upon term. In addition, the Subscriber shall reimburse all rewards for line connection charges. This termination charge will appear on the Subscriber's final bill as a charge in the OC&C section.

Monthly TBR at time of	Set charge to be multiplied by number of months			
enrollment	remaining on term after disconnect			
\$75 - \$149.99	\$25			
\$150 - \$3,000	\$40			

- Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in a specified wire center.
- Once enrolled, if Subscriber moves to a location outside the specified wire center, the term
 election agreement will continue throughout the remaining term.
- Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.

Promotion Restrictions

- Subscribers with aggregate annual billing, per state of BellSouth services exceeding \$36,000 at the time of enrollment, are not eligible to participate in this tariffed promotion.
- Base and hunting rewards (for hunting service) apply only to BST regulated total billed charges within a state, not across states.
- Subscribers participating in a Volume and Term Agreement CSAs are not eligible to participate in this promotion.
- Analog Private Line or ISDN PRI services will not be included in qualifying revenue under this program or entitled to rewards for the related revenue.
- Subscribers currently participating under an existing BST SBS Small Business Promotion local
 exchange term election agreement may migrate to this promotion without incurring any
 termination liability from the existing program if the Subscriber has twelve (12) months or
 less remaining under the existing term election agreement for local exchange services with
 BellSouth, and the Subscriber agrees to another BST SBS Small Business local exchange term
 election agreement that provides for an equal or greater number of business access lines than
 their existing local exchange term election agreement. The new local exchange service term
 agreement will be based upon monthly business access line rates in effect at the time the new
 local exchange service term election agreement is effective.
- Payment of the termination charge does not release the Subscriber from other previous amounts owed to BST.
- BellSouth reserves the right to terminate this program at any time; provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement.

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BELLSOUTH (ELECOMMUNICATIONS, INC. FLORIDA (SSUED: June 11, 2002) BY, Joseph P. Lacher, President -FL Miami, Florida

EFFECTIVE: June 26, 2002

Period

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

			(CE IRIU	
Area of Promotion	Service	Charges Waived	Authority	
RellSouth's Service Territory	2002 Key Customer Program	2	,	151
Della catte Set fice Tellitory	toot key condition regulan			,
	Program Eligibility and Elements			
	-Available to new and existing	-Customers who participate in	06/26/02	cNo
	BellSouth business customers	this promotion and subscribe to	10	
	subscribing to local exchange service	•		
	-Monthly BST revenue for	new service during the	12/31/02	
	subscriber's location must be \$75 to	promotional period, will receive		
	\$3,000 (excluding hunting, analog	a reward equal to the line		
	private line, and ISDN PRI revenue) to			
	receive the rewards.	-		
	-Subscriber's location must be located	with the service order. This will		
		include the Line Connection		
	in specified wire centers'	Charge (first and additional		
	-Subscriber must sign a 24 or 36-	lines, line equivalents and		
	month term election agreement.	•		
	-Participant must be a BST customer	trunks).		
	at the time of the reward. The reward			
	will appear as a credit in the OC&C	Reward		
	section of the Subsenber's bill in a	Monthly TBR - 24 months		
	subsequent billing period usually			
	within one or two billing cycles	\$75 - \$3,000 10%		
	-Subscribers with multi-locations that			
	are BTN'd or CLUB billed may have	Monthly TBR - 36 months		
	all locations participate as long as one	\$75 - \$3,000 20%		
	location is in an eligible location and			
	one location meets the revenue	604/ (funting Payment well be		
	requirement.	-50% Hunting Reward will be		
	-Should Subscriber's charges decrease	given on a contract period of 24		
		months.		
	below \$75, the Subscriber will not			
	receive the reward until the	-100% Hunting Reward will be		
	Subscriber's monthly charges meet			•
	this minimum TBR amount (\$75).	given on a contract period of 36		
		months.		
	the \$3,000 threshold, the Subscriber			
	will only receive the maximum reward	The total billed charges consists		
	and mediation offer the state of	of end-user monthly billed		
	monthly charges up to \$3,000.	BellSouth regulated charges at		
	 Subscribers with Centrex, MulliServ 	matifiling lagestand make the		
	and ESSX with SLAs not meeting the			
		non-regulated charges, taxes, late	1	
	have all locations participate as long	payment charges, charges billed		
	as it is billed under the same account	pursuant to federal or state		
	and at least one location is located in a	access service taniffs, charges		
	specified wire center.	collected on behalf of		
	-Once enrolled, if Subscriber moves to	collected on behalf of		
	a location outside the specified wire	municipalities (including, but not	1	
	center, the term election agreement	hmsted to services for 911		
	will continue throughout the	service and dual party relay		
	remaining term.	services), and charges for		
	-Applicable taxes and fees will be	services provided by other		
	based on the full tartif price of all	• •		
	products and services, and no taxes or	companies.		
	fees will be added to the amount of			
	any reward under this program.			
	· · ·			

Note 1: The list of hot wire centers that are eligible for this promotion is listed on Page 34.0.2.4.

GENERAL SUBSCRIBER SERVICE LARIEF

BELLSOFTH DEFCOMMUNICATIONS (NC ELORIDA ISSUED: June 11, 2002 BY Joseph P. Facher, President-FE Mianu, Florida

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EFFECTIVE June 26, 2002_

Period

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

,

A. The following promotions are on file with the Commission - cont'd)

			reriod	
Ares of Promotion	Service	Charges Walved	Authority	
	2002 Key Customer Program (Cont d)		,	i N
Bensedens service rennicity	2002 Rey Casionici Hoghan (Contra)			
	Promotion Restrictions		01.01	(N
	-Subscribers with aggregate annual	In the event the Subscrib		1.1
	billing, per state of BellSouth services	terminates the election	10	
	exce ing \$36,000 at the time of	agreement, the Subscribe	r must 12/31/02	
	enra a sat, are not eligible to	pay to BellSouth a termin	nation	
	participate in this tariffed promotion.	charge as provided below		
	-Base and hunting rewards (for	number of months remain		
			-	
	hunting service) apply only to BST	the agreed upon term. In		
	regulated total billed charges within a	addition, the Subscriber i	hall	
	state, not across states	reimburse all rewards for	line	
	-Subscribers participating in a Volume	connection charges. This		
	and Term Agreement CSAs are not	terminatin charge will ap		
	eligible to participate in this	· ·	•	
	promotion	the Subscriber's final bill		
	-Subscribers with Analog Private 1 ine or ISDN PRI services will not be	charge in the OC&C sect	ion.	
	included in qualifying revenue under	Monthly TBR		
	this program or entitled to rewards	(at time of enrollment)		
	 Thus promotion may not be used 	\$75-\$149 99	\$25.00*	
	concurrently with any previous or	\$150-\$3,000	\$40.00*	
	existing BellSouth Business Programs			
	 Subscribers currently participating 	*Set charge to be multipl	ied by	
	under an existing BST SBS Small	number of months remain		
	Business Promotion local exchange	term after disconnect	5	
	term election agreement may migrate			
	to this promotion without incurring			
	any termination hability from the			
	existing program if the Subscriber has			
	(weive (12) months or less remaining			
	under the existing term election			
	agreement for local exchange services			
	with BellSouth, and the Subscriber			
	agrees to another BST SBS Small			
	Business local exchange term election			
	agreement that provides for an equal			
	or greater number of business access			
	lines then their existing local exchange	•		
	term election agreement. The new			
	local exchange service term agreemen	t		
	will be based upon monthly business			
	access line rates in effect at the time			
	the new local exchange service term			
	election agreement is effective.			
	Payment of the termination charge			
	does not release the Subscriber from			
	other previous amounts owed to BST			
	-BellSouth reserves the right to			
	terminate this program at any lime:			
	provided, however, that Subscribers			
	participating in the program will			
	con- to receive this promotion for			
	the sound term of their term			

BELL SOUTH 11 LECOMMUNICATIONS, INC FLORIDA ISSUED: June 11, 2002 BY: Joseph P. Lacher, President -FL Miami, Florida

EFFECTIVE. June 26, 20021

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

B. Eligible Hot Wire Centers - Key Customer 2002

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Hot Wire Center	Hot Wire Center	Hot Wire Center
BCRT BOCA TFECA	HTCHNSON IS MAIN	MIAM W. DADE
BOCA RATON MAIN	JCBH-MAIN	MIAM W MIAMI
BCRT SANDALFOOT	JCVL-ARLINGTON	MELBOURNE
BROOKSVILLE	JCVL-BEACHWOOD	MNDR-LORETTO
BOYNTON BEACH MAIN	JCVL-FT CAROLINE	NDAD ARCH CREEK
COCOA BEACH	JCVL-LAKE FOREST	NDAD BRENTWOOD
COCOA-MAIN	JCVL-NORMANDY	JCVL-CLAY STREET MGC
COCOA-MERRITT ISLAND	JCVL-OCEANWAY	NDAD GOLDEN GLADES
DEBARY DELTONA	JCVL-RIVERSIDE	NDAD OLETA
DEBARY MAIN	JCVL-SAN JOSE	NEW SMYRNA BCH
DELAND	JCVL-SAN MARCO	ORLD-AZALEA PARK
DLBH KINGS POINT	JCVL-SOUTHPOINT	ORLD-COLONIAL
DELRAY BCH MAIN	JCVL-WESCONNETT	ORLD-MAGNOLIA
DEERFIELD BEACH MAIN	JUPITER MAIN	ORLD-PINECASTLE
DY8H-MAIN	KEY WEST MAIN	ORLD-PINEHILLS
DYBH-ORMND BCH	LAKE MARY	ORLD-SAND LAKE
DYBH-PORT ORANGE	MIAM ALHAMBRA	ORPK-MAIN
EGLL-INDN HBR BH	MIAM ALLAPATTAH	ORPK-RIDGEWOOD
EGLL-BOWE GDNS	MIAM AIRPORT	OVIEDO
FT LAUD MAIN RELIEF	MIAM BAYSHORE	PERRINE MAIN
FTI.D CORAL RIDGE	MIAM BISCAYNE	PANAMA CITY BEACH
FTLD CYPRESS	MIAM BEACH	PANAMA CITY MAIN
FTLD JACARANDA	MIAM CANAL	PMBH CORAL SPRINGS
FTLD OAKLAND	MIAM DADELAND BLVD	PMBH FEDERAL
FTLD PLANTATION	MIAM FLAGLER	PMBH MARGATE
FTLD SAWGRASS	MIAM GRANDE	PMBH TAMARAC
FTLD SUNRISE	MIAM HIALEAH	PNSC-BELMONT
FTLD WESTON	MIAM INDIAN CREEK	PNSC-FERRY PASS
FERNANDINA BCH	MIAM METRO	PNSC WARRNGTON
FORT PIERCE MAIN	MIAM NORTH MIAMI	PONTE VEDRA BCH
GULF BREEZE	MIAM NORTHSIDE	PORT ST. LUCIE MAIN
GSVL-MAIN	MIAM OPA LOCKA	PTSL SOUTH PTSL
HLWD HALLANDALE	MIAM PALMETTO	SANFORD-O-WS
HLWD PEMBROKE PINES	MIAM POINCIANA	STAG-MAIN
HLWD WEST HOLLYWOOD	MIAM RED ROAD	STUART MAIN
HOLLYWOOD MAIN	MIAM MIAMI SHORES	TITUSVILLE
HOMESTEAD MAIN	MIAM SILVER OAKS	VERO BEACH MAIN
	MNDR - AVENUES	VRBH BEACHLAND
		WPBH GARDENS
		WPBH GREENACRES
		WPBH HAVERHILL
		WPBH MAIN ANNEX
		WPBH LAKE WORTH
		WPBH RIVIERA BCH
		WPBH RYL PLM BCH
		WWSP-HIGHLAND
	1	WWSP-SPRING HILL

GENERAL SUBSCRIBER SERVICE TARIEF

BELLSOUTH H.I.F.COMMUNICATIONS, INC. ILORIDA <u>ISSUED: June 11, 2002</u> BY Joseph P. Lacher, President -FL Miami, 1 korda

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EFFECTIVE: June 26, 2002 -

Period

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Area of Promotion Service

Area of Promotion	Service Ca	arges watved	Period
			Authority
BellSouth's Service Lemiony	2002 Key Customer Program	-Customers who participate	m 06/26/02
	SAME THE STREET STREET		
		this promotion and subscrib	
	Program Eligibility and Elements	new service during the	12/31/02
	Available to new and existing	promotional period, will rec	eive
	Bell South business customers	a reward equal to the line	
	subscribing to local exchange service.		
	Monthly BST revenue for	connection charges associate	
	subaction is location must be \$75 to	with the service order. This	will
	\$3,000 (excluding hunting, analog	include the Line Connection	l .
	private line, and ISDN PRI revenue) to		
	receive the rewards.		
	-Subscriber's location must be located	lines, line equivalents and	
		(runks),	
	in specified wire centers'		
	-Subscriber must sign a 24 or 36-	Reward	
	month term election agreement.		
,	-Participant must be a BST customer	Monthly TBR - 24 months	
	at the time of the reward. The reward	<u>\$75 - \$3,000 10%</u>	
	will appear as a credit in the OC&C		
	section of the Subscriber's bill in a	Monthly TBR - 36 months	
	subsequent billing period usually		
	within one or two billing cycles.	<u>\$75 • \$3.000</u> 20%	
	-Subscribers with multi-locations that		
	are BTN'd or CLUB billed may have	-50% Hunting Reward will I	e
	all locations participate as long as one		
			1.43
	location is in an eligible location and	moniha.	
	one location meets the revenue		
	requirement.	-100% Hunting Reward will	be
	-Should Subscriber's charges decrease	given on a contract penod o	
	below \$75, the Subscriber will not		
	receive the reward until the	months.	
	Subscriber's monthly charges meet		
	this minimum TBR amount (\$75),	The total billed charges con-	austa
	Should Subscriber's charges exceed	of end-user monthly billed	
	the \$3,000 threshold, the Subacriber	BellSouth regulated charges	at
	will only receive the maximum reward		
	allowed under this Program for	Stantist and Internet and Automatic	
	monthly changed up to \$2,000	non-regulated charges, taxes	
	-Subscribers with Centrex. MultiServ	payment charges, charges by	lled
	and ESSX with SLAs not meeting the	pursuant to federal or state	
	AND CODA WIT OLAS THE INCOME UNE	access convice top for charge	-
	per location revenue requirement may		
	have all locations participate as long	collected on behalf of	
	as it is billed under the same account	municipalities (including, br	ut not
	and at least one location is located in a	limited to services for 911	
	specified ware center.	revines and dual norms relay	
	-Once enrolled, if Subscriber moves to		
	a location outside the specified wire	services), and charges for	
	center, the term election agreement	services provided by other	
	will continue throughout the	companies.	
	remaining term.		
	-Applicable taxes and fees will be		
	based on the full tariff price of all		
	products and services, and no taxes or		
	fees will be added to the amount of		
	any reward under this program.		
	ANT TOWARD WHAT WIS DAUKIWIN	Ar 2	

Charges Waived

Note 1: ____ The list of hot wire centers that are eligible for this promotion is listed on Page 34.0.2.4.

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BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUFD: June 11, 2002 BY: Joseph P. Lacher, President-FL Mianu, Florida

LELECTIVE June 26, 20-2 -

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Charges Waived Area of Promotion Period Service Authority BellSouth's Service Territory 2002 Key Customer Program (Cont d) ŵ Promotion Restrictions In the event the Subscriber 06/26/02 Subscribers with aggregate annual terminates the election (0 billing, per state of BeilSouth services agreement, the Subscriber must 12/31/02 exceeding \$36,000 at the time of pay to BellSouth a termination enrollment, are not eligible to participate in this tanifed promotion. charge as provided below for the Base and hunting rewards (for number of months remaining on inuting service) apply only to BST the agreed upon term. In regulated total billed charges within a addition, the Subscriber shall stale, not across states. state, not across states. -Subscribers participating in a Volume connection charges. This and Term Agreement CSAs are not terminatin charge will apovar on the Subscriber's final bill as a promotion. ubscribers with Analog Private Line charge in the OC&C section. of ISDN PRI services will not be included in qualifying revenue under Monthly TBR this program or entitled to rewards. (at time of enroliment) - This promotion may not be used \$25.00* \$75-\$149.99 concurrently with any previous or \$40.00* \$150-\$3,000 existing BellSouth Business Programs. -Subscribers currently participating •Set charge to be multiplied by under an existing BST SBS Small number of months remaining on **Business Promotion local exchange** term after disconnect term election agreement may migrate to this promotion without incurring any termination liability from the existing program of the Subscriber has twelve (12) months or less remaining under the existing term election agreement for local exchange services with BellSouth, and the Subscriber agrees to another BST SBS Small Business local exchange term election agreement that provides for an equal or greater number of business access lines than their existing local exchange term election agreement. The new local exchange service term agreement will be based upon monthly business access line mies in effect at the time the new local exchange service term election agreement is effective. -Payment of the termination charge does not release the Subscriber from other provious amounts owed to BST. -BellSouth reserves the right to terminate this program at any time: provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement.

BELLSOUTH HELCOMMUNICATIONS, INC FLORIDA ISSUED: June 11, 2002 OY Joseph P Lacher, President -PL Miann, Florda

EFFECTIVE: June 26, 2002 -

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

B. Eligible Hot Wire Centers - Key Customer 2002

Eligible Hot Wire Centers Key Customer 2002 BCRT BOCA TEECA HTCHNSON IS MAIN MIAM W. DADE BOCA RATON MAIN **JCBH-MAIN** MIAM W. MIAMI JCVL-ARLINGTON BCRT SANDALFOOT MELBOURNE BROOKSVILLE JCVL-BEACHWOOD MNDR-LORETTO BOYNTON BEACH MAIN JCVL-FT CAROLINE NDAD ARCH CREEK **ICVL-LAKE FOREST** COCOA BEACH NDAD BRENTWOOD COCOA-MAIN JCVL-NORMANDY JCVL-CLAY STREET MGC COCOA-MERRITT ISLAND ICVL-OCEANWAY NDAD GOLDEN GLADES DEBARY DELTONA ICVL-RIVERSIDE NDAD OLETA DEBARY MAIN JCVL-SAN JOSE NEW SMYRNA BCH DELAND JCVL-SAN MARCO ORLD-AZALEA PARK DLBH KINGS POINT JCVL-SOUTHPOINT ORLD-COLONIAL DELRAY BCH MAIN JCVL-WESCONNETT ORLD-MAGNOLLA DEERFIELD BEACH MAIN JUPITER MAIN ORLD-PINECASTLE DYBH-MAIN KEY WEST MAIN ORLD-PINEHILLS DYBH-ORMND BCH LAKE MARY ORLD-SAND LAKE DYBH-PORT ORANGE MIAM ALHAMBRA ORPK-MAIN EGLL-INDN HBR BH MIAM ALLAPATTAH ORPK-RIDGEWOOD EGLL-BOWE GDNS MIAM AIRPORT OVIEDO ET LAUD MAIN RELIEF MIAM BAYSHORE PERRINE MAIN FTLD CORAL RIDGE MIAM BISCAYNE PANAMA CITY BEACH FTLD CYPRESS MIAM BEACH PANAMA CITY MAIN FTLD JACARANDA MIAM CANAL PMBH CORAL SPRINGS FTLD OAKLAND MIAM DADELAND BLVD PMBH FEDERAL FTLD PLANTATION MIAM FLAGLER **PMBH MARGATE** FTLD SAWGRASS MIAM GRANDE PMBH TAMARAC FTLD SUNRISE MIAM HIALEAH PNSC-BELMONT FTLD WESTON MIAM INDIAN CREE PNSC-FERRY PASS FERNANDINA BCH MIAM METRO PNSC WARRNOTON FORT PIERCE MAIN MIAM NORTH MIAM PONTE VEDRA BCH GULF BREEZE MIAM NORTHSIDE PORT ST. LUCIE MAIN **OSVL-MAIN** MIAM OPA LOCKA PTSL SOUTH PTSL HLWD HALLANDALE MIAM PALMETTO SANFORD-O-WS HLWD PEMBROKE PINES MIAM POINCIANA STAG-MAIN HLWD WEST HOLLYWOOD MIAM RED ROAD STUART MAIN HOLLYWOOD MAD MIAM MIAMI SHORES TITUSVILLE HOMESTEAD MAIN MIAM SILVER OAKS VERO BEACH MAIN MNDR - AVENUES VRBH BEACHLAND WPBH GARDENS WPBH GREENACRES WPBH HAVER HILL WPBH MAIN ANNEX WPBH LAKE WORTH WPBH RIVIERA BCH WPBH RYL PLM BCH WWSP-HIGHLAND WWSP-SPRING HILL

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Key Customer Program Financials - FL

Total Customers	TOT	TOTAL			
FL TOTAL	101	14,497 14,497			
Total Monthly Revenue					
FL TOTAL	тот \$ \$	AL 3,972,670 3,972,670			
2002 Rev					
FL TOTAL	\$	TAL 23,836,021 23,836,021			
Monthly Discount Revenue TOTAL					
FL TOTAL	\$ \$	1,152,074 1,152,074 1,152,074			
Expense					
FL	тО \$	TAL 284,494			
TOTAL	\$	284,494			
COGS 0.3		TAL			
FL TOTAL	\$	1,310,981			
Monthiy Net Revenue (contribution) TOTAL					
FL TOTAL	\$ \$	1,225,120 1,225,120			

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BellSouth Telecommunications, inc.

150 South Monroe Street Tallahussee, Florida, 32301-1556

Statu 400

850 224-7798 Fax 850 224 5073 Marshall M. Criser fll Regulatory Vice President

June 25, 2002

Mr. Walter D'Haeseleer Director, Division of Communications Florida Public Service Commission 2540 Shumard Oak Circle Tallahassee, Florida 32399-0805

Subject: BellSouth Promotional Tariff Filing - T-02-0595

Dear Mr. D'Haeseleer:

On June 11, 1002 BellSouth Telecommunications, Inc. filed a promotional tariff (T-02-0595) with an effective date of June 26, 2002. With this letter, BellSouth is filing replacement pages for this tariff filing. Please replace the pages previously filed with these new pages.

Thank you for your attention to this matter. If you need any additional information, please let me know.

Yours very truly,

Marchall M. Cuser TT Regulatory Vice President

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GENERAL SUBSCRIBER SERVICE FARIFF

BELLSOUTH TELFCOMMUNICATIONS, INC FLORIDA ISSUED, June 11, 2002 BY Joseph P. Lacher, President -FL Miami, Florida

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EFFECTIVE June 26, 2002

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Area of Promotion	Service (eriod		,
Dalle and a community	3002 K		uthority		
BellSouth's Service Territory	2002 Key Customer Program	Customers who participate in	<u>06-26-02</u>		ί Ni
	Quenue Eligibility and Elements	this promotion and subsende to			
	Program Eligibility and Elements -Available to new and existing	new service during the	12 31 02		
	BellSouth business customers	gromotional period, will receive	2		
	subscribing to local exchange service	a reward equal to the line			
	-Monthly BST revenue for	connection charges associated			
	subscriber's location must be \$75 to	with the service order. This wi	11		
	\$3,000 (excluding hunting, analog	include the Line Connection			
	private line, and ISDN PRI revenue)	to Charge (first and additional			
	receive the rewards.	lines, line equivalents and			
	-Subscriber's location must be locate	d trunka).			
	in specified wire centers				
	-Subscriber must sign a 24 or 36-	Reward			
	month term election agreement.				
	-Participant must be a BST customer at the time of the reward. The rewar				
	amount for a given month is	10/0		•	
	determined by multiplying the eligib	Chantha TOD 26 months			
	billing amount by the applicable				
	percentage rate. That reward amoun	<u>\$75 - \$3.000 20%</u>			
	will appear as a credit in the OC&C				
	section of the Subscriber's bill in a	-50% Hunting Reward will be			
	subsequent billing period usually	given on a contract period of 2	4		
	within one or two billing cycles.	months.			
	-Subscribers with multi-locations the				
	are BTN'd or CLUB billed may have		1		
	all locations participate as long as or		5		
	location is in an eligible location and one location meets the revenue	months,			
	requirement.				
	-Should Subscriber's charges decrea	se The total billed charges consist	s		
	below \$75, the Subscriber will not	of end-user monthly billed	-		
	receive the reward until the	BellSouth regulated charges at			
	Subscriber's monthly charges meet	qualifying locations excluding			
	this minimum TBR amount (\$75),	non-regulated charges, taxes. 1			
	-Should Subscriber's charges exceed	and the second states and the second balls			
	the \$3,000 threshold, the Subscriber		<u>u</u>		
	will only receive the maximum rewr	rd pursuant to recerat or state			
	allowed under this Program for	access service tariffs, charges			
	monthly charges up to \$3.000. Subscribers with Centrex. MultiS	collected on behalf of			
	and ESSX with SLAs not meeting th		101		
	per location revenue requirement ma				
	have all locations participate as long	service and qual party relay			
	as it is billed under the same account	services), and charges for			
	and at least one location is located u	a a services provided by other			
	specified wire center.	companies.			
	-Once enrolled, if Subscriber moves				
	a location outside the specified wire				
	center, the term election agreement				
	will continue throughout the				
	remaining term. Applicable taxes and fees will be				
	based on the full tariff price of all				
	products and services, and no taxes	or			
	fees will be added to the amount of				
	any reward under this program.				

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BELLSOUTH FELECOMMUNICATIONS, INC FLORIDA ISSUED, Jone 11, 2002 BY Joseph P. Lacher, President -FL Miami, Florida

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LEEECTIVE, June 26, 2002

Note 1: The list of hot wire centers that are eligible for this promotion is listed on Page 34.0.2.4

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BELESOUTH TELECOMMUNICATIONS, INC FLORIDA ISSUED June 11, 2002 BY Joseph P. Lacher, President -FL Miami, Florida

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1. V

EFEFC UVE June 26, 2002

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Area of Promotion	Service	Charges Waived	Period	,	
			Authority		
Area of Promotion		 (id) In the event the Subscriber terminates the election are to BellSouth a terminate of nonths remained the agreed upon term. In the agreed upon term. In the agreed upon term. In 1a addition, the Subscriber's final bill as terminatin charge will appear the Subscriber's final bill as interminatin charge will appear the Subscriber's final bill as interminatin charge to be multiplied number of months remainint term after disconnect Monthly TBR (at time of enrollment) \$75.\$149.99 \$150.\$3.000 \$25 tharge to be multiplied number of months remainint term after disconnect 	Authority 06/26/02 10 10 12/31/02 100 17.1hc 4.00 11 15 11 15 16 17.01 16 17.01 16 17.01 16 17.01 16 17.02 10 10 10 10 10 10 10 10 10 10		ĥ
	cligible to participate in this promotion. -Subscribers with Analog Private L or ISDN PRI services will not be included in qualifying revenue unde this program or entitled to rewards. -This promotion may not be used concurrently with any previous or existing BellSouth Business Progra -Subscribers currently participating under an existing BST SBS Small Business Promotion local exchange term election agreement may migra to this promotion without incurring any termination liability from the existing program if the Subscriber the viewice (12) months or less remaining under the existing term election agreement for local exchange servic with BellSouth, and the Subscriber the greast to another BST SBS Small Business local exchange term election agreement that provides for an equa or greater number of business access lines than their existing local exchange excess line rates in effect at the tim the new local exchange service term alcetion agreement is effective. -Payment of the termination charge does not release the Subscriber for other previous amounts owed to BS -BellSouth reserves the right to terminate this program at any time; provided, however, that Subscriber for enticipating in the norgram will	terminatin charge will appear the Subsenber's final bill as ing charge in the OC&C section If Monthly TBR (at time of enrollment) \$75-\$149.99 \$22 \$150-\$3.000 \$40 ms. "Set charge to be multiplied number of months remainin term after disconnect is nas at ses nage tent \$55. 105. 105. 105. 105. 105. 105. 105. 1	Lu L <u>0.00*</u> Lby	~	
	-BellSouth reserves the right to terminate this program at any time; provided, however, that Subscriber	3			

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EFFECTIVE June 26, 2002

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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B. Eligible Hot Wire Centers Key Customer 2002

IDIE HOL WIRE Centers	Key Customer 2002		
BCRT BOCA TEECA	HTCHNSON IS MAIN	MIAM W. DADI:	
BOCA BATON MAIN	ICBH-MAIN	MIAM W. MIAMI	
BCRT SANDALFOOT	JCVL-ARLINGTON	MELBOURNE	
BROOKSVILLE	JCVL-BEACHWOOD	MNDR-LORETTO	
BOYNTON BEACH MAIN	JCVL-FT CAROLINE	NDAD ARCH CREEK	
COCOA BEACH	JCVL-LAKE FOREST	NDAD BRENTWOOD	
COCOA-MAIN	JCVL-NORMANDY	JCVL-CLAY STREET MGO	
OCOA-MERRITT ISLAND	JCVL-OCEANWAY	NDAD GOLDEN GLADES	
DEBARY DELTONA	JCVL-RIVERSIDE	NDAD OLETA	
DEBARY MAIN	JCVL-SAN JOSE	NEW SMYRNA BCH	
DELAND	JCVL-SAN MARCO	ORLD-AZALEA PARK	
DLBH KINGS POINT	JCVL-SOUTHPOINT	ORLD-COLONIAL	
DELRAY BCH MAIN	ICVL-WESCONNETT	ORLD-MAGNOLIA	
DEERFIELD BEACH MAIN	JUPITER MAIN	ORLD-PINECASTLE	
DYBH-MAIN	KEY WEST MAIN	ORLD-PINEHILLS	•
DYBH-ORMND BCH	LAKE ΜΔΒΥ	LD-SAND LAKE	
DYBH-PORT ORANGE	MIAM ALHAMBRA	ORPK-MAIN	
EGLL-INDN HBR 8H	MIAMALLAPATTAH	ORPK-RIDGEWOOD	
EGLL-BOWE GDNS	MIAM AIRPORT	OVIEDO	
FT LAUD MAIN RELIEF	MIAM BAYSHORE	PERRINE MAIN	-
FTLD CORAL RIDGE	MIAM BISCAYNE	PANAMA CITY BEACH	-
FTLD CYPRESS	MIAM BEACH	PANAMA CITY MAIN	
FTLD JACARANDA	MIAM CANAL	PMBH CORAL SPRINGS	
FTLD OAKLAND	MIAM DADELAND BLVD	PMBH FEDERAL	
FTLD PLANTATION	MIAM FLAGLER	PMBH MARGATE	
ETLD SAWGRASS	MIAM GRANDE	PMBH TAMARAC	
FTLD SUNRISE	MIAMHIALEAH	PNSC-BELMONT	
FTLD WESTON	MIAM INDIAN CREEK	PNSC-FERRY PASS	
FERNANDINA BCH	MIAM METRO	PNSC WARRIGTON	
FORT PIERCE MAIN	MIAM NORTH MIAMI	PONTE VEDRA BCH	
GUL COREEZE	MIAM NORTHSIDE	PORT ST. LUCIE MAIN	
NAIN	MIAM OPA LOCKA	PTSL SOUTH PTSL	
HLM	MIAM PALMETTO	SANFORD-O-WS	
ILWD PEMBROKE PINES	MIAM POINCIANA	STAG-MAIN	
LWD WEST HOLLYWOOD	MIAM RED ROAD	STUART MAIN	
HOLLYWOOD MAIN	MIAM MIAMI SHORES	TITUSVILLE	
HOMESTEAD MAIN	MIAM SILVER OAKS	VERO BEACH MAIN	
HOMEST DOLL MAUS	MNDR - AVENUES	VRBH BEACHLAND	
	UNDS ATEROLS	WPBH GARDENS	
		WPBH GREENACRES	
		WPBH HAVERHILL	
	······································	WPBH MAIN ANNEX	
		WPBH LAKE WORTH WPBH RIVIERA BCH	
		WPBH RYL PLM BCH	
		WWSP-HIGHLAND	
		WWSP-BIORLAND WWSP-SPRING HILL	

BLLLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED, June 11, 2002 BY Joseph P. Lacher, President -FL Miami, Florida

Original Page 34.0.2.2

EFFLCTIVE June 26 2002

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Ares of Promotion	Service	Charges Waived	Period Authority		,
BellSouth's Service Territory	2002 Key Customer Program				155
	Program Eligibility and Elements -Available to new and existing BellSouth business customers subscribing to local exchange service. -Monthly BST revenue for subscriber's location must be \$75 to \$3,000 (excluding hunting, analog private line,	-Customers who participate in this promotion and subacribe to new service during the promotional period, will receive a reward equal to the	06/26/02 to 12/31/02		(N)
	specified wire centers' -Subscriber must sign a 24 or 36-month term election agreement. -Participant must be a BST customer at the time of the reward. The reward	line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents and trunks)			
	by multiplying the eligible billing amount by the applicable percentage rate. That reward amount will appear as a credit in the OC&C section of the Subscriber's bill in a subsequent billing period usually	\$75 - \$3,000 10% Monthly TBR - 36 months			
	-Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in an eligible location and one location meets the revenue requirement.	\$75 - \$3,000 20% -50% Hunting Reward will be given on a contract period of 24 months.		-	
	receive the reward until the Subscriber's monthly charges meet this minimum TBR amount (\$75).	-100% Hunting Reward will be given on a contract period of 36 months. The total billed charges			
	\$3,000 threshold, the Subscriber will only receive the maximum reward allowed under this Program for monthly charges up to \$3,000 Subscribers with Centrex, MultiSery	consists of end-user monthly billed BellSouth regulated charges at qualifying locations excluding; non-regulated			
	and ESSX with SLAs not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in a specified wire center.	charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of			
	-Once enrolled, if Subscriber moves to a location outside the specified wire center, the term election agreement will continue throughout the remaining term. -Applicable taxes and fees will be based on the full tanff price of all products and services, and no taxes or fees will be added to the amount of any reward under this non-enterprice.	not limited to services for 911			
	this program.				

Note 1: The list of hot wire centers that are eligible for this promotion is listed on Page 34.0.2.4.

BLLLSOUTH TFLECOMMUNICATIONS, INC FLORIDA ISSUED, June 11, 2002 BY Joseph P. Lacher, President-FL Miami, Florida

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EFFECTIVE, June 26, 2002

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Area of Promotion	Service	Charges Waived	Authority	
	2002 Key Customer Program (Cont'd)	-	unionity	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
	Promotion Restrictions	In the event the Subscriber	06/26/02	
	-Subscribers with aggregate annual billing, per state of BellSouth services	terminates the election	tò	
	exceeding \$36,000 at the time of	agreement, the Subscriber must	12/31:02	
	enrollment, are not eligible to	pay to BellSouth a termination		
	participate in this tariffed promotion.	charge as provided below for the		
	-Base and hunting rewards (for	number of months remaining on		
	hunting service) apply only to BST	the agreed upon term in		
	regulated total billed charges within a	addition, the Subscriber shall		
	state, not across stales	reimburse all rewards for line		
	-Subscribers participating in a Volume	connection charges This		
	and Term Agreement CSAs are not	-		
	cligible to participate in this	terminatin charge will appear on		
	promotion.	the Subscriber's final bill as a		
	-Subsenders with Analog Private Line	charge in the OC&C section		•
	or ISDN PRI services will not be			
	included in qualifying revenue under this program or entitled to rewards.	Monthly TBR		
	-This promotion may not be used	(at time of enrollment)		
	concurrently with any previous or	\$75-\$149.99 \$25.00* \$150-\$3,000 \$40.00*		
	existing BellSouth Business Programs.			
	-Subscribers currently participating	*Set charge to be multiplied by		
	under an existing BST SBS Small	number of months remaining on		
	Business Promotion local exchange	term after disconnect		
	term election agreement may migrate			
	to this promotion without incurring			
	any termination liability from the			
	existing program if the Subscriber has			
	twelve (12) months or less remaining under the existing term election			
	agreement for local exchange services			
	with BellSouth, and the Subscriber			
	agrees to another BST SBS Small			
	Business local exchange term election			
	agreement that provides for an equal			
	or greater number of business access			
	lines than their existing local exchange			
	term election agreement. The new			
	local exchange service term agreemen will be based upon monthly business	L.		
	access line rates in effect at the time			
	the new local exchange service term			
	election agreement is effective.			
	-Payment of the termination charge			
	does not release the Subscriber from			
	other previous amounts owed to BST.			
	-BellSouth reserves the right to			
	terminate this program at any time,			
	provided, however, that Subscribers			
	participating in the program will			
	continue to receive this promotion for the remaining term of their term			
	election agreement.			

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED, June 11, 2002 BY, Joseph P. Lacher, President -FL Miami, Florida

Original Page 34 0.2.4

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A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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B. Eligible Hot Wire Centers - Key Customer 2002

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Hot Wire Center	Hot Wire Center	Hot Wire Center
BCRT BOCA TEECA	HTCHNSON IS MAIN	MIAM W. DADE
BOCA RATON MAIN	JCBH-MAIN	MIAM W. MIAMI
BCRT SANDALFOOT	JCVL-ARLINGTON	MELBOURNE
BROOKSVILLE	JCVL-BEACHWOOD	MNDR-LORETTO
BOYNTON BEACH MAIN	JCVL-FT CAROLINE	NDAD ARCH CREEK
COCOA BEACH	JCVL-LAKE FOREST	NDAD BRENTWOOD
COCOA-MAIN	JCVL-NORMANDY	JCVL-CLAY STREET MGO
COCOA-MERRITT ISLAND	JCVL-OCEANWAY	NDAD GOLDEN GLADES
DEBARY DELTONA	JCVL-RIVERSIDE	NDAD ODEDEN GLADES
DEBARY MAIN	JCVL-SAN JOSE	NEW SMYRNA BCH
DELAND	JCVL-SAN MARCO	ORLD-AZALEA PARK
DLBH KINGS POINT	JCVL-SOUTHPOINT	ORLD-AZALEA PARK
DELRAY BCH MAIN	JCVL-WESCONNETT	ORLD-MAGNOLIA
DEERFIELD BEACH MAIN	JUPITER MAIN	
DYBH-MAIN	KEY WEST MAIN	ORLD-PINECASTLE ORLD-PINEHILLS
DYBH-ORMND BCH	LAKE MARY	The second state and the second
		ORLD-SAND LAKE
DYBH-PORT ORANGE	MIAM ALHAMBRA	ORPK-MAIN
EGLL-INDN HBR BH	MIAM ALLAPATTAH	ORPK-RIDGEWOOD
ECLL-BOWE GDNS	MIAM AIRPORT	OVIEDO
FT LAUD MAIN RELIEF	MIAM BAYSHORE	PERRINE MAIN
FTLD CORAL RIDGE	MIAM BISCAYNE	PANAMA CITY BEACH
FTLD CYPRESS	MIAM BEACH	PANAMA CITY MAIN
FTLD JACARANDA	MIAMCANAL	PMBH CORAL SPRINGS
FTLD OAKLAND	MIAM DADELAND BLVD	PMBH FEDERAL
FTLD PLANTATION	MIAM FLAGLER	PMBH MARGATE
FTLD SAWGRASS	MIAM GRANDE	PMBH TAMARAC
FTLD SUNRISE	MIAM HIALEAH	PNSC-BELMONT
FTLD WESTON	MIAM INDIAN CREEK	PNSC-FERRY PASS
FERNANDINA BCH	MIAM METRO	PNSC WARRNGTON
FORT PIERCE MAIN	MIAM NORTH MIAMI	PONTE VEDRA BCH
GULF BREEZE	MIAM NORTHSIDE	PORT ST. LUCIE MAIN
GSVL-MAIN	MIAM OPA LOCKA	PTSL SOUTH PTSL
HLWD HALLANDALE	MIAM PALMETTO	SANFORD-O-WS
HLWD PEMBROKE PINES	MIAM POINCIANA	STAG-MAIN
HLWD WEST HOLLYWOOD	MIAM RED ROAD	STUART MAIN
HOLLYWOOD MAIN	MIAM MIAMI SHORES	TITUSVILLE
HOMESTEAD MAIN	MIAM SILVER OAKS	VERO BEACH MAIN
	MNDR - AVENUES	VRBH BEACHLAND
		WPBH GARDENS
		WPBH GREENACRES
		WPBH HAVERHILL
		WPBH MAIN ANNEX
		WPBH LAKE WORTH
····		WPBH RIVIERA BCH
		WPBH RYL PLM BCH
	······································	WWSP-HIGHLAND
		WWSP-SPRING HILL

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EFFLCTIVE June 26, 2002

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Ares of Promotion	Service	Charges Waived	Authority	
BellSouth's Service Territory	2002 Key Customer Program	•	•	
	Program Eligibility and Elements			
	-Available to new and existing BellSouth	Current and a second second	04 34.03	
	business customers subscribing to local	"Cusioners who participate in		
	exchange service	this promotion and subscribe	to	
	Monthly BST revenue for subscriber's	to new service during the	12/31/02	
	location must be \$75 to \$3,000	promotional period, will		
	(excluding hunting, analog private line,	receive a reward equal to the		
	and ISDN PRI revenue) to receive the	line connection charges		
	rewards. -Subscriber's location must be located in	associated with the service		
	specified wire centers ¹	order. This will include the		
	-Subscriber must sign a 24 or 36-month	Line Connection Charge (first		
	term election agreement.	and additional lines, line		
	-Participant must be a BST customer at	equivalents and trunks).		
	the time of the reward. The reward			
	amount for a given month is determined	Reward		
	by multiplying the eligible billing amount	Monthly TBR - 24 months		
	by the applicable percentage rate. I hat	\$75 - \$3,000 10%		
	reward amount will appear as a credit in the OC&C section of the Subscriber's bill			
	in a subsequent billing period usually	Monthly TBR - 36 months		
	within one or two billing cycles	\$75 - \$3,000 20%		
	-Subscribers with multi-locations that are			
	BTN'd or CLUB billed may have all	-50% Hunting Reward will be		
	locations partscipate as long as one	given on a contract period of		
	location is in an eligible location and one	24 months.		
	location meets the revenue requirement.			
	-Should Subscriber's charges decrease	-100% Hunting Reward will		
	below \$75, the Subscriber will not receive the reward until the Subscriber's	be given on a contract period		
	monthly charges meet this minimum	of 36 months.		
	TBR amount (\$75).	or bo monala.		
	-Should Subscriber's charges exceed the	The total billed charges		
	\$3,000 threshold, the Subscriber will	consists of end-user monthly		
	only receive the maximum reward	billed BellSouth regulated		
	allowed under this Program for monthly	charges at qualifying locations		
	charges up to \$3,000. - Subscribers with Centrex, MultiServ	excluding: non-regulated	•	
	and ESSX with SLAs not meeting the per	Coharane laxee late navment		
	location revenue requirement may have	charges, charges billed		
		numbers to faderal or state		
	all locations participate as long as it is billed under the same account and at leas	pursuant to rederat or state		
	one location is located in a specified wire			
	center.	Concerca on Denan Or		
	-Once enrolled, if Subscriber moves to a			
	location outside the specified wire center	not limited to services for 911		
	the term election agreement will continue throughout the remaining term.			
	-Applicable taxes and fees will be based	services), and charges for		
	on the full tariff price of all products and	services provided by other		
	services, and no taxes or fees will be	companies		
	added to the amount of any reward under	•		



EFFECTIVE June 26, 2002

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Area of Promotion	Service	Charges Waived	Ан	thority	
BellSouth's Service Territory	2002 Key Customer Program (Cont'd)	-		,	
	Promotion Restrictions	t- d d. o t			
	-Subscribers with aggregate annual	In the event the Subser		26/02	
	billing, per state of BellSouth services	terminates the election		10	
	exceeding \$36,000 at the time of	agreement, the Subscrib	er must 12/	31.02	
	enrollment, are not eligible to	pay to BellSouth a term	ination		
	participate in this tanffed promotion.	charge as provided belo	w for the		
	-Base and hunting rewards (for	number of months rema	ining on		
	hunting service) apply only to BST	the agreed upon term. 1	n		
	regulated total billed charges within a	addition, the Subscriber			
	state, not across states.	reumburse all rewards fo			
	-Subscribers participating in a Volume				
	and Term Agreement CSAs are not	connection charges. Thi			
	eligible to participate in this	terminatin charge will a			
	promotion.	the Subscriber's final bi			
	-Subscribers with Analog Private Line	charge in the OC&C sec	tion		
	or ISDN PRI services will not be				
	included in qualifying revenue under this program or entitled to rewards.	Monthly TBR			
	-This promotion may not be used	(at time of enrollment)			
	concurrently with any previous or	\$75-\$149,99	\$25.00*		
	existing BellSouth Business Programs	\$150-\$3,000	\$40,00*		
	-Subscribers currently participating	*Set phases to be multip	und hu	~	
	under an existing BST SBS Small	*Set charge to be multip number of months rema-			
	Business Promotion local exchange	term after disconnect	uning on		
	term election agreement may migrate	term and also most			
	to this promotion without incurring				
	any termination liability from the				
	existing program if the Subscriber has				
	twelve (12) months or less remaining				
	under the existing term election				
	agreement for local exchange services				
	with BellSouth, and the Subscriber agrees to another BST SBS Small				
	Business local exchange term election				
	agreement that provides for an equal				
	or greater number of business access				
	lines than their existing local exchange				
	term election agreement The new				
	local exchange service term agreement	1			
	will be based upon monthly business				
	access line rates in effect at the time				
	the new local exchange service term				
	election agreement is effective.				
	-Payment of the termination charge				
	does not release the Subscriber from				
	other previous amounts owed to BST.				
	-BellSouth reserves the right to				
	terminate this program at any time, provided, however, that Subscribers				
	participating in the program will				
	continue to receive this promotion for				
	the remaining term of their term				
	election agreement.				

BELI SOUTH TELECOMMUNICATIONS, INC FLORIDA ISSUED: June 11, 2002 BY, Joseph P. Lacher, President -FL Miami, Florida

FFFECTIVE June 26, 2002

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

B. Eligible Hot Wire Centers - Key Customer 2002 0 Hot Wire Center Hot Wire Center i Ni Hot Wire Center ------MIAM W. DADE BCRT BOCA TEECA HTCHNSON IS MAIN 15. ------MIAM W. MIAMI BOCA RATON MAIN **JCBH-MAIN** $1 \sum_{i=1}^{n}$ JCVL-ARLINGTON MELBOURNE N BCRT SANDALFOOT BROOKSVILLE JCVL-BEACHWOOD MNDR-LORETTO 0.5 JCVL-FT CAROLINE NDAD ARCH CREEK N **BOYNTON BEACH MAIN** COCOA BEACH **JCVL-LAKE FOREST** NDAD BRENTWOOD (N) COCOA-MAIN JCVL-NORMANDY JCVL-CLAY STREET MGO iNi COCOA-MERRITT ISLAND JCVL-OCEANWAY NDAD GOLDEN GLADES (N) DEBARY DELTONA JCVL-RIVERSIDE NDAD OLETA (N) NEW SMYRNA BCH 150 DEBARY MAIN JCVL-SAN JOSE JCVL-SAN MARCO ORLD-AZALEA PARK (N) DELAND JCVL-SOUTHPOINT ORLD-COLONIAL 155 **DLBH KINGS POINT** ORLD-MAGNOLIA DELRAY BCH MAIN JCVL-WESCONNETT 15 JUPITER MAIN ORLD-PINECASTLE (No DEERFIELD BEACH MAIN KEY WEST MAIN **ORLD-PINEHILLS** 154 DYBH-MAIN LAKE MARY ORLD-SAND LAKE (N) **DYBH-ORMND BCH** MIAM ALHAMBRA **ORPK-MAIN** (N) **DYBH-PORT ORANGE** ORPK-RIDGEWOOD 1 11 EGLL-INDN HBR BH MIAM ALLAPATTAH **OVIEDO** (N) EGLL-BOWE GDNS MIAM AIRPORT MIAM BAYSHORE PERRINE MAIN (N)FT LAUD MAIN RELIEF PANAMA CITY BEACH (N) FTLD CORAL RIDGE MIAM BISCAYNE PANAMA CITY MAIN (N) FTLD CYPRESS MIAM BEACH PMBH CORAL SPRINGS (N) FTLD JACARANDA MIAM CANAL MIAM DADELAND BLVD PMBH FEDERAL 1NF **FTLD OAKLAND** 154 FTLD PLANTATION MIAM FLAGLER PMBH MARGATE (N) FTLD SAWGRASS MIAM GRANDE PMBH TAMARAC MIAM HIALEAH PNSC-BELMONT (N)FTLD SUNRISE **PNSC-FERRY PASS** (N)MIAM INDIAN CREEK **FTLD WESTON** PNSC WARRNGTON (N) MIAM METRO FERNANDINA BCH (N)FORT PIERCE MAIN MIAM NORTH MIAMI PONTE VEDRA BCH rNn PORT ST. LUCIE MAIN MIAM NORTHSIDE **GULF BREEZE** PTSL SOUTH PTSL $\{N\}$ MIAM OPA LOCKA GSVL-MAIN (N) MIAM PALMETTO SANFORD-O-WS HLWD HALLANDALE (N) STAG-MAIN **HLWD PEMBROKE PINES** MIAM POINCIANA $\{N\}$ STUART MAIN MIAM RED ROAD HLWD WEST HOLLYWOOD (N)MIAM MIAMI SHORES TITUSVILLE HOLLYWOOD MAIN INI VERO BEACH MAIN HOMESTEAD MAIN MIAM SILVER OAKS (N)MNDR - AVENUES VRBH BEACHLAND (N)WPBH GARDENS (N)WPBH GREENACRES (N) WPBH HAVERHILL (N) WPBH MAIN ANNEX (N)WPBH LAKE WORTH (N) WPBH RIVIERA BCH (N) WPBH RYL PLM BCH (NI WWSP-HIGHLAND WWSP-SPRING HILL (N)

BELLSOUTH
TELECOMMUNICATIONS, INC
FLORIDA
ISSUED: January 15, 2002
BY Joseph P. Lacher, President -FL
Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

Thirteenth Revised Page 34.0.2 Cancels Twelfth Revised Page 34.0.2

EFFECTIVE: January 31, 2002

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A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Area of Promotion	Service	Charges Waived	Period Authority	
(DELETED)				(D)
(DELETED)				(D)
••••••••	2002 Key Customer Program -For business customers served from hot wire conters ² . -Customers with Analog Provate Line service are not eligible for this promotion -Customers with Volume and Term Contract Service Arrangements are not eligible to participate us this promotion.	Iotal balled revenue (TBR) and applied as a cridit cach month on the customer's bill: Monthly TBR - 18 months \$75 - \$3,000 10%		(N)

Note 1: Customer may elect to participate only once during each promotion.

Note 2: The list of hot wire centers that are eligible for this promotion is listed on Page 34.0.2 1.

* Registered Service Mark of BellSouth Intellectual Property Corporation

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED: January 15, 2002 BY Juseph P. Lacher, President -FL. Miami, Florida

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(N) (N)

EFFECTIVE: January 31, 2002

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

ble Hot Wire Centers	Ney Customer 2002	
HCKT BOCA TEECA	HTCHNSON IS MAIN	MIAM W. DADE
BOCA RATON MAIN	JCBH-MAIN	MIAM W. MIAMI
BCRT SANDALFOUT	JCVL-ARLINGTON	MELBOURNE
BROOKSVILLE	ICVL-BEACHWOOD	MILTON RAVINE
BELLE OLADE MAIN	JCVL-FT CAROLINE	MNDR-LORETTO
BUNNEL	JCVL-LAKE FOREST	NDAD ARCH CREEK
OYNTON BEACH MAIN	JCVL-INTL AIRPORT	NDAD BRENTWOOD
COCOA BEACH	ICVL-NORMANDY	JCVL-CLAY STREET MOO
COCOA-MAIN	KYL-OCEANWAY	NDAD GOLDEN OLADES
OCOA-MERRITT ISLAND	ICVL-RIVERSIDE	NDAD OLETA
DEBARY DELTONA	JCVL-SAN JOSE	NEW SMYRNA BCH
DEBARY MAIN	KVL-SAN MARCO	ORLD-AZALEA PARK
DELAND	JCVL-SOUTHPOINT	ORLD-COLONIAL
DI.BH KINGS POINT	KVL-WESCONNETT	ORLD-MAGNOLIA
DELRAY BCH MAIN	JUPITER MAIN	ORLD-PINECASTLE
DELRFIELD BEACH MAIN	KEY WEST MAIN	ORLD-PINEHILLS
DYBH-MAIN	LAKE CITY	ORI.D-SAND LAKE
DYBH-ORMND BCH	LAKE MARY	ORPK-MAIN
DYBH-PORT ORANGE	MIAM ALHAMBRA	ORPK-RIDGEWOOD
EGLL-INDN HBR BH	MIAM ALLAPATTAH	OVIEDO
EGLL-BOWE ODNS	MIAM AIRPORT	PERRINE MAIN
FT LAUD MAIN RELIEF	MIAM BAYSHORE	PANAMA CITY BEACH
I TLD CORAL RIDGE	MIAM BISCAYNE	PANAMA CITY MAIN
FTLD CYPRESS	MIAM BEACH	PMBH CORAL SPRINGS
FTLD JACARANDA	MIAM CANAL	PMBH FEDERAL
FILD OAKLAND	MIAM DADELAND BLVD	PMBH MARGATE
FTLD PLANTATION	MIAM FLAOLER	PMBH TAMARAC
FTLD PLANTATION	MIAM GRANDE	PNSC-BELMONT
PTLO SUNRISE	MIAM HIALEAH	PNSC-FERRY PASS
The second s	MIAM INDIAN CREEK	PNSC WARRNGTON
FTLD WESTON	MIAM KEY BISCAYN	PONTE VEDRA BCH
FERNANDINA BCH	MIAM METRO	PALM COAST
FORT PIERCE MAIN	MIAM NORTH MIAMI	PALATKA
OULF BREEZE	MIAM NORTHSIDE	PORT ST. LUCIE MAIN
OSVL-MAIN GSVL-NORTHWEST	MIAM OPA LOCKA	PTSL SOUTH PTSL
III WD HALLANDALE	MIAM PALMETTO	SANFORD-O-WS
HLWD PEMBROKE PINES	MIAM POINCIANA	STAG-MAIN
H.WD WEST HOLLYWOOD	MIAM RED ROAD	STUART MAIN
HOLLYWOOD MAIN	MIAM MIAMI SHORES	TITUSVILLE
HOMESTEAD MAIN	MIAM SILVER OAKS	VERO BEACH MAIN
Tion La Tion State		WPBH OARDENS
		WPBH GREENACRES
		WPBH HAVERINLL
		WPBH MAIN ANNEX
		WPBH LAKE WORTH
		WTBH RIVIERA BCH
		WPBH RYL PLM BCH
		WWSP-HIGHLAND
	the second se	WWSP-SPRING HILL

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