



Tracy Hatch
Attorney

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101 N. Monroe St.
Tallahassee, FL 32301
904 425-6364
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June 19, 1998

Mrs. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

950770-TI

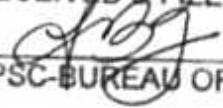
Dear Mrs. Bayo:

**Re: Petition of AT&T for Modification of
BellSouth's Policies Regarding the
Porting of Direct-in-Dial Numbers**

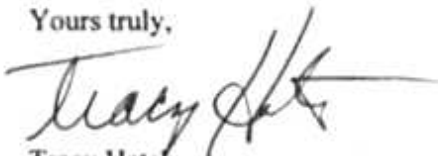
You will find enclosed an original and fifteen (15) copies of the Petition of AT&T for modification of BellSouth Telecommunications, Inc.'s policies regarding the porting of Direct-In-Dial Numbers.

A copy of the foregoing is being served on BellSouth Telecommunications, Inc. in accordance with the attached certificate of service.

RECEIVED & FILED


FPSC-BUREAU OF RECORDS

Yours truly,


Tracy Hatch

TH/mr
Enclosure

DOCUMENT NUMBER-DATE

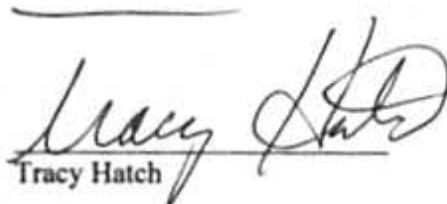
06540 JUN 19 98

FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by
U.S. Mail this 19th day of June 1993, to the following:

Nancy B. White
c/o Ms. Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1556


Tracy Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition of AT&T of the Southern) Docket No. _____
States, Inc. for modification of)
BellSouth Telecommunications, Inc.'s) Filed: June 19, 1998
policies regarding the porting of)
Direct-In-Dial Numbers)
_____)

PETITION

Pursuant to Rule 25-22.036, Florida Administrative Code, AT&T Communications of the Southern States, Inc. (AT&T) hereby petitions the Commission to modify BellSouth Telecommunications, Inc.'s (BellSouth's) policies regarding the porting of Direct-In-Dial Numbers, and alleges as follows:

1. AT&T, a company incorporated in New York, is authorized to provide telecommunications services in the state of Florida, including local, intraLATA and interLATA interexchange service. AT&T's business address is:

AT&T Communications of the Southern States, Inc.
101 N. Monroe Street, Suite 700
Tallahassee, Florida 32301

Copies of pleadings, notices and orders in this docket should be served upon Tracy Hatch at the above address.

2. BellSouth Telecommunications, Inc., is a local exchange company certificated by this Commission to provide local exchange telecommunications service within Florida.

DOCUMENT NUMBER-DATE

06540 JUN 19 98

10-RECORDS/REPORTING

BellSouth also provides intraLATA interexchange service in the State of Florida. BellSouth's business address is:

BellSouth Telecommunications, Inc.
150 North Monroe Street
Suite 400
Tallahassee, Florida 32301

3. The Commission has statutory authority to ensure that all providers of telecommunication services in Florida are treated fairly and to prevent anticompetitive practices by telecommunication providers subject to its jurisdiction. Section 364.01(4)(g), Florida Statutes.

4. AT&T is engaged in testing its AT&T Digital Link ("ADL") service in the state of Florida.

5. The testing of ADL service requires some of the Direct-Inward-Dial ("DID") numbers installed at each test location to be routed or "ported" away from their connection to a BellSouth switch to an AT&T switch.

6. Before carriers other than BellSouth were able to offer local exchange services, any and all DID numbers installed at a customer's location in BellSouth's serving area would have been routed for termination only to a BellSouth switch.

7. In order to conduct its ADL testing, AT&T has established certain AT&T office locations as the test sites to which it will "port" certain of the DID numbers installed at the BellSouth serving switch to an AT&T switch.

8. BellSouth's General Subscriber Service Tariff, Section A12.7.1, filed with the Florida Public Service Commission states that it is BellSouth's policy to arrange DID numbers in blocks of twenty (20) consecutive numbers. The relevant portion of Section A12.7.1 is attached hereto as Exhibit A.

9. Depending on each ADL customer's particular circumstances, porting less than a full block of twenty DID numbers will meet the ADL customer's needs. Instead, AT&T may need to port only one DID number. Porting more DID numbers than necessary needlessly increases the cost to DID customers and potentially causes a needless increase in the number of DID numbers consumed by a DID customer.

10. Apparently as a result of BellSouth's existing policy to sell DID in blocks of twenty (20) numbers, BellSouth is requiring AT&T to pay "special assembly" charges in those instances where AT&T does not require porting of the full 20 number block of DID numbers.

11. In response to AT&T's request to port less than a full block of twenty DID numbers, BellSouth provided to AT&T a proposed Special Arrangement Agreement for Case Number NF98-1035-00, quoting a \$630.00 non-recurring charge for "Contract Preparation". BellSouth also quoted an additional non-recurring charge of \$2.20 and a monthly recurring charge of \$.20 for each DID number in a block of twenty (20) DID

numbers whether ported or not. BellSouth's proposed Special Arrangement Agreement is attached hereto as Exhibit B.

12. BellSouth submitted the same Special Assembly charges to AT&T earlier in Georgia attached hereto as Exhibit C. At that time, AT&T had discussions with BellSouth in Georgia about the purpose and amount of the charges, after which BellSouth provided its second Special Arrangement Agreement for Case Number GA98-0412-01 dated January 27, 1998, and attached hereto as Exhibit D. Nothing changed in that document except that the recurring charge for "Contract Preparation" was reduced to \$336.00. BellSouth has not reduced its "Contract Preparation" charge in Florida, claiming that the reduction provided in Georgia was a mistake.

13. BellSouth's "special assembly" charges will apply to AT&T in the test environment but will be billed to AT&T's customers when ADL service is introduced into the Florida marketplace.

14. Despite negotiations between the parties, AT&T has been unable to persuade BellSouth that its "special assembly" charges are inappropriate. So as not to incur further delay of our testing of ADL service in Florida, AT&T agreed to pay the "special assembly" charges under protest. AT&T's letter dated February 6, 1998, agreeing to pay

BellSouth's "special assembly" charges under protest is attached hereto as Exhibit E.

15. The "special assembly" charges imposed by BellSouth are excessive and are not appropriate. These charges discourage BellSouth's customers from trying out new services that will require them to utilize their DID service in ways not previously envisioned by BellSouth.

16. The "special assembly" charges are a barrier to the introduction of local services by carriers seeking to compete with BellSouth's services in the Florida marketplace because they heap an unnecessary financial burden on the customer.

WHEREFORE, for the reasons stated herein, AT&T respectfully requests that the Commission:

- a) Require BellSouth to modify its policies to allow the porting of less than a block of twenty DID numbers;
- b) Establish appropriate rates, terms and conditions for the porting of DID numbers either individually or in blocks of less than twenty; and,
- c) Grant any such other and further relief as deemed appropriate by the Florida Public Service Commission.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 1
Cancels Original Page 1

ISSUED: September 30, 1996
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: October 15, 1996

A12. CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS

A12.1 ESSX[®] Service (Obsoleted, See Section A112.)

A12.2 Reserved for Future Use

A12.3 Reserved for Future Use

A12.4 Reserved for Future Use

A12.5 Electronic Tandem Switching Features (Obsoleted, See Section A112.)

A12.6 Reserved for Future Use

A12.7 Direct-In-Dialing (DID) to Customer-Premises Located Switching Systems

A12.7.1 General

- A. DID service permits calls incoming to a PBX system, Telephone Answering Service, or other Customer Premises Equipment requiring outpulsing-of-digits from the network to reach a specific station line without the assistance of an attendant. DID service is provided subject to the availability of facilities and telephone numbers and other conditions as specified in Section A2.3.1 and A15 of this Tariff.
- B. The rates specified herein are in addition to the rates shown elsewhere in the Tariff for the services with which this offering is associated (e.g., central office PBX trunks, access lines, Sharing and Resale of Exchange Service, etc.)
- C. DID service is optionally available with Identified Outward Dialing (IOD) service and includes central office switching equipment necessary for in-dialing from the network directly to stations associated with customer premises switching equipment. Subscribers to DID service will be required to maintain an adequate number of DID trunks as determined by the Company in order to provide quality grade of service and prevent Network degradation.
- D. The service must be provided on all lines in a trunk group arranged. Where DID is required on more than one group of trunks or central office lines, each such group shall be considered as a separate DID service.
- E. The assignment of telephone numbers and the sequence of the numbers assigned to a DID service is made at the discretion of the Company. Where the equipment configuration requires the assignment of blocks of telephone numbers or where the customer requests additional blocks of telephone numbers held in reserve for future use, rates and charges as shown in Section A12.7.2 are applicable for each unused block of telephones. The Company does not guarantee to provide DID numbers arranged in a consecutive manner.
- F. When equipment or service of a special type arrangement is requested and provided, rates and charges are based on costs involved to meet the individual requirements of each case.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 2
Cancels Original Page 2

ISSUED: September 30, 1996
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: October 15, 1996

A12. CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS

A12.7 Direct-In-Dialing (DID) to Customer-Premises Located Switching Systems (Cont'd)

A12.7.1 General (Cont'd)

- G. Operational characteristics of interface signals between the Company-provided facilities and the customer-provided switching equipment must conform to the rules and regulations the Company considers necessary to maintain proper standards of service as specified in other sections of this tariff.
- H. The Company shall not be responsible to the customer or authorized user if changes in protection criteria or in any of the facilities, operations, or procedures of the Company render any of the facilities provided by a customer or authorized user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.
- I. Directory listings will be provided in accordance with the regulations of Section A6. of this Tariff for PBX trunks. DID numbers furnished herein are not entitled to directory listings without charge. Where clients of a subscriber to DID service have no local exchange service but want to list one of these numbers, Sharing and Resale of Basic Local Exchange Services in Section A23 of this Tariff will be applicable.

- J. Automatic Intercept Service (AIS) for a non-listed disconnected DID telephone number will be provided at the rate shown in A12.7.2A., where facilities permit. AIS will provide a referral from the non-listed disconnected DID telephone number to the corresponding new telephone number for a maximum period of twelve months or until the delivery of the new Real White/Yellow Pages directory, whichever comes first.

All switching systems provided this service must be arranged to provide for the intercepting of reserved, idle and/or unassigned station numbers.

- 1. Calls to vacant, non-working and reserved numbers will be routed to the Customer Premises Equipment for handling. On incoming calls from the network to invalid numbers or restricted stations in DID equipped Customer Premises Equipment only two methods of intercept are acceptable: Attendant or Recorded Announcement. Due to the network irregularities that can be caused, no form of tone intercept is permitted.
- K. At the discretion of the Company, subject to operating limits and the availability of facilities, DID service may be provided outside the customer's normal serving central office. Where a DID trunk group is served from a central office other than the customer's normal serving central office, the appropriate mileage rates for Foreign Exchange or Foreign Central Office service, per DID trunk will apply.
- L. In addition to the rates and charges specified in Section A12.7.2, appropriate service connection, move and change charges are applicable to the establishment or rearrangement of trunks and numbers in connection with providing DID service.
- M. Installation charges for DID central office switching equipment are not applicable if the customer presently subscribes to DID service and changes the type of customer premises switching equipment or if the customer subscribes to Centrex-CU service which has DID as a feature and changes to another type of customer premises switching equipment with DID service. The following provisions apply:
 - 1. The customer must maintain at least the same level of DID service requirements.
 - 2. The replacing customer premises equipment must be served by the same central office as the existing customer premises equipment.
 - 3. Central office switching equipment additions or modifications must not be required in order to provide DID service to the replacing customer premises switching equipment.
 - 4. Rates and charges are applicable to additional DID service requirements which exceed the customer's existing level of DID arrangements.

ISSUED: September 30, 1996
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: October 15, 1996

A12. CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS

A12.7 Direct-In-Dialing (DID) to Customer-Premises Located Switching Systems (Cont'd)

A12.7.2 Rates

A. Central Office Components

1. Direct-In-Dialing (DID) Service:¹

	Installation Charge	Monthly Rate	USOC	
(a) Establish trunk group and provide first group of 20 DID numbers	\$915.00	\$4.00	NDZ	(T)
(b) Each additional group of 20 DID numbers	15.00	4.00	ND4	(T)
(c) DID Trunk Termination, each <i>Inward Only Trunk</i> ²	90.00	21.80	NDT	(C)
(d) DID Trunk Termination, each Combination Trunk with Call Transfer ^{3,3}	250.00	45.00	NCT	(N)
(e) Multifrequency (MF) Pulsing option, each ⁴	-	7.50	SSMBD	(T)
(f) Dual Tone Multifrequency (DTMF) Pulsing option, each ⁴	-	7.50	SSDBD	(T)
(g) Automatic Intercept Service, per number referred ⁵	16.00	-	ND1	(N)

A12.8 Reserved for Future Use

A12.9 Prestige® Communications Package (PCP) (Obsoleted, See Section A112.17)

A12.10 Prestige® Single Line Service (PSLS) (Obsoleted, See Section A112.18)

A12.11 Maritime Mobile and Aviation Radio Telephone Service

A12.11.1 General

- A. This Tariff provides rates and charges applicable to the various facilities utilized by Maritime Mobile and Aviation Radio Telephone Services for connection with the Public Switched Network on a manual basis.
- B. For interconnection of automated systems (requires central office outpulsing arrangement) rates and charges as specified in Section A12.10.2.A.2., Signaling Arrangement for Radio Common Carriers, will apply.

- Note 1: The following rates and charges also apply to blocks of reserved telephone numbers. (N)
- Note 2: In addition to the rates and charges for the DID Trunk Termination, rates and charges for DID PBX Trunks or NARs as specified in Section A3. of this Tariff apply as appropriate. (C)
- Note 3: Combination DID Trunks with the Call Transfer feature are only provisioned from IAESS and SESS switches where facilities permit. (N)
- Note 4: Provides faster signaling on DID trunks. The choice of pulsing alternative depends on the customer's premises equipment. (N)
- Note 5: Provides automated referral of calls from a non-listed disconnected DID telephone number to a corresponding new telephone number for twelve months or until the delivery of the new directory, whichever comes first. AIS is available where facilities permit. (N)

*Registered Service Mark of BellSouth Corporation

**SPECIAL ARRANGEMENT
AGREEMENT**

Case Number NP98-1035-00

This Special Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and AT&T ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

**SPECIAL ARRANGEMENT
AGREEMENT**

Case Number NF98-1035-00

7. (b) Subscriber further acknowledges that it has options for its telecommunication services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, Subscriber agrees that in the event it transfers its services to an alternative local service provider, such transfer shall be deemed a termination of this Agreement and BellSouth shall bill Subscriber all appropriate termination charges applicable to a termination of the Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Florida.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

**BellSouth Telecommunications, Inc.
Assistant Vice President
1960 West Exchange Pl. #200
Tucker, GA 30084**

Subscriber

**AT&T
6021 SOUTH RIO GRANDE AVENUE
ORLANDO, FL 33333**

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

**SPECIAL ARRANGEMENT
AGREEMENT**

Case Number NF98-1035-00
Option 1 of 1

This rate is valid through: 7/4/98.

Estimated service interval following acceptance date: 4 weeks.

Service description:

Rates and Charges to assign groups of 20 non-consecutive Direct Inward Dial (DID) numbers for established DID Service in Florida. Month to month payment plan.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
AT&T

By: _____
Authorized Signature

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc..

By: _____
Authorized Signature

Title: Assistant Vice President

Date: _____

**SPECIAL ARRANGEMENT
AGREEMENT
SALES NOTES**

Case Number NP96-1035-00

Option 1

WWWA2 and WWWA3 are in lieu of NDZ and ND4.

All valid PBX classes of service, e.g. COPXX, XMBXX, XLBXX etc. are appropriate for this request.

Service must be billed in groups of 20 numbers.

Additional telephone numbers should be obtained from ATLAS.

**SPECIAL ARRANGEMENT
AGREEMENT**

Case Number NF98-1035-00
Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Contract Preparation Charge	\$630.00	\$.00	WGOVF
2. Each additional group of 20 non-consecutive DID numbers, per DID number (Notes 1 through 3)	\$2.20	\$.20	WV/WA3

NOTES:

1. This service is only available in groups of 20 non-consecutive DID numbers.
2. Rates and charges for PBX Service and DID trunk terminations as specified in sections A3, A4, and A12.7 of the General Subscriber Services Tariff (GSST) are in addition to the rates and charges contained herein.
3. This service is in lieu of rates and charges for tariff USOC ND4 reflected in section A12.7 of the GSST.

END OF ARRANGEMENT AGREEMENT OPTION 1

**SPECIAL ARRANGEMENT
AGREEMENT**

Case Number: GA98-0383-00

This Special Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and A. T. & T VOICE ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

**SPECIAL ARRANGEMENT
AGREEMENT**

Case Number GA98-0383-00

7. (b) Subscriber further acknowledges that it has options for its telecommunication services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, Subscriber agrees that in the event it transfers its services to an alternative local service provider, such transfer shall be deemed a termination of this Agreement and BellSouth shall bill Subscriber all appropriate termination charges applicable to a termination of the Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Georgia.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
5147 Peachtree Ind Blvd, C-40
Chamblee, GA 30341

Subscriber

A. T. & T VOICE
300 NORTH POINT PKWY.
ALPHARETTA, GA 30202

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

**SPECIAL ARRANGEMENT
AGREEMENT**

Case Number GA98-0383-00
Option 1 of 1

This rate is valid through: 5/27/98.

Estimated service interval following acceptance date: Negotiable weeks.

Service description.

Rates and Charges to assign groups of 20 non-consecutive Direct Inward Dial (DID) numbers for established DID Service in Georgia. Month to month payment plan.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
A. T. & T VOICE

By: _____

Authorized Signature

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc.

By: _____

Authorized Signature

Title: Assistant Vice President

Date: _____

**SPECIAL ARRANGEMENT
AGREEMENT**

Case Number GA98-0383-00
Option 1 of 1

RATES AND CHARGES

<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Contract Preparation Charge	\$630.00	\$0.00	WGGVF
2. Each additional group of 20 non-consecutive DID numbers, per DID number (Notes 1,2)	\$2.20	\$0.20	WWWAJ

NOTES:

1. This service is only available in groups of 20 non-consecutive DID numbers.
2. Rates and charges for PBX Service and DID trunk terminations as specified in sections A3, A4, and A12.7 of the General Subscriber Services Tariff (GSST) are in addition to the rates and charges contained herein.
3. This service is in lieu of rates and charges for tariff USOC ND4 reflected in Section A12.7 of the GSST.

END OF ARRANGEMENT AGREEMENT OPTION 1

**SPECIAL ARRANGEMENT
AGREEMENT
SALES NOTES**

Case Number GA98-0383-00

Option 1

WWWA2 and WWWA3 are in lieu of NDZ and ND4.

All valid PBX classes of service, e.g. COPXX, XMBXX, XLBXX etc are appropriate for this request.

Service must be billed in groups of 20 numbers.

Additional telephone numbers should be obtained from ATLAS.

A copy of the rate authorization must be provided to the service center.

**SPECIAL ARRANGEMENT
AGREEMENT**

Case Number GAV#-0412-01

This Special Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and AT&T ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by its reference incorporated herein.

1. Subscriber requests and Company agree, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and recurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purpose of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet the forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

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7. (b) Subscriber further acknowledges that it has options for its telecommunication services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, Subscriber agrees that in the event it transfers its services to an alternative local service provider, such transfer shall be deemed a termination of this Agreement and BellSouth shall bill Subscriber all appropriate termination charges applicable to a termination of the Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Georgia.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
1960 West Exchange Pl. #200
Tucker, GA 30084

Subscriber

AT&T
300 NORTH POINT PARKWAY
ALPHARETTA, GA 30202

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

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RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Service Establishment Charge	\$336.00	\$.00	WGVF
2. Each additional group of 20 non-consecutive DID numbers, per DID number (Notes 1,2)	\$2.20	\$.20	WWA3

NOTES:

1. This service is only available in groups of 20 non-consecutive DID numbers.
2. Rates and charges for PBX Service and DID trunk terminations as specified in sections A3, A4, and A12.7 of the General Subscriber Services Tariff (GSST) are in addition to the rates and charges contained herein.
3. This service is in lieu of rates and charges for tariff USOC ND4 reflected in Section A12.7 of the GSST.

END OF ARRANGEMENT AGREEMENT OPTION 1

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This rate is valid through: 4/29/98.

Estimated service interval following acceptance date: 4 weeks.

Service description:

Rates and Charges to assign groups of 20 non-consecutive Direct Inward Dial (DID) numbers for established DID Service in Georgia. Month to month payment plan.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
AT&T

By: _____
Authorized Signature

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc..

By: _____
Authorized Signature

Title: Assistant Vice President

Date: _____

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SALES NOTES**

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Option 1

WWWA2 and WWWA3 are in lieu of ND2 and ND4.

All valid PBX classes of service, e.g. COPXX, XMBXX, XLBXX etc. are appropriate for this request.

Service must be billed in groups of 20 numbers.

Additional telephone numbers should be obtained from ATLAS.

A copy of the rate authorization must be provided to the service center.

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February 5, 1998
Mr. Quinton Sanders

This attempt by BellSouth to constrain the introduction of competition with this type of restriction and these charges will not be tolerated by AT&T. We need a response from you by February 16, 1998 to this request that BellSouth modify its tariff so as not to restrict DID porting in the way your 20 number grouping does today. We also need your agreement that these charges not be levied just because customers choose to port to another carrier less than a block of 20 DID numbers. Unless we hear from you regarding an alternative way to handle these circumstances that is nondiscriminatory and reasonable by February 16, 1998, we will file a complaint with the Georgia Public Service Commission regarding BellSouth's proposed handling of such needs and its proposed charges. Please do not hesitate to contact me, if you would like to discuss this matter further.

Sincerely,


Pamela A. Nelson

cc: Fred McCallum, Esq.