



South Carolina Department of Public Safety  
Office of Highway Safety

10-15-2002

September 27, 2002

Ms. Ann H. Hughes  
Oconee County Supervisor  
415 S. Pine Street  
Walhalla, South Carolina 29691-2278

**RE: HIGHWAY SAFETY GRANT NO. 2H03020  
TRAFFIC ENFORCEMENT PROGRAM**

Dear Ms. Hughes:

I am pleased to provide you with the original and one copy of a grant award approved by this office in the amount of **\$161,871**, with funding beginning October 1, 2002. In order to complete the contract for this award, it is necessary for the Official Authorized To Sign to return the original grant award with an original signature within 30 days. The signed original should be sent to:

Mr. Phil Riley, Assistant Administrator  
Office of Highway Safety  
S. C. Department of Public Safety  
300-A Outlet Pointe Boulevard  
Columbia, South Carolina 29210

Copies of the Request For Payment/Quarterly Fiscal Report and Progress Report forms have been forwarded to the Project Director. These reports are to be completed and submitted quarterly. The first reports for this grant are due February 1, 2003, for the quarter ending December 31, 2002. Timely submission of progress reports will ensure the processing of eligible claims filed against this grant.

Congratulations on your project's selection for funding for FFY 2003. Our staff looks forward to working with you in our joint mission to reduce the incidence and severity of traffic crashes in our state. Please contact your assigned program manager (see attached listing) if you have any questions regarding this award.

Sincerely,

  
Max Young  
Director

Enclosures

cc: Chief Deputy Steve Pruitt  
Patti Reynolds  
Grant File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF HIGHWAY SAFETY  
300-A OUTLET POINTE BOULEVARD  
COLUMBIA, SOUTH CAROLINA 29210

**GRANT AWARD**

Subgrantee: Oconee County Sheriff's Office

Grant Title: Traffic Enforcement Program

Grant Period: 10/01/02 – 09/30/03      Date of Award: October 1, 2002

Amount of Award: \$161,871      Grant No.: 2H03020

In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.600, and on the basis of the application for a grant award submitted to the Office of Highway Safety, the S.C. Department of Public Safety hereby awards to the foregoing Subgrantee a grant, in the amount shown above, for the projects specified in the application and within the purposes and categories authorized for the Highway Safety grants.

This grant is subject to conditions set forth within the application and must begin implementation within 90 days following the award date or be subject to automatic cancellation of the grant. Evidence of implementation must be detailed in the first progress report.

**The grant shall become effective as of the date of the award, contingent upon the return to the Office of Highway Safety of the original of this form signed by the Subgrantee in the space provided below. This award must be accepted within 30 days, and such progress and other reports required by the S.C. Department of Public Safety must be submitted to the Office of Highway Safety in accordance with regulations.**

  
\_\_\_\_\_  
Phil Riley, Assistant Administrator  
Office of Highway Safety

**ACCEPTANCE FOR THE SUBGRANTEE**

I certify that the Subgrantee:

\_\_\_ Has  Has not been the subject of an investigation, administrative action or lawsuit initiated by any agency (Federal/State/Local) charged with enforcing civil rights laws. If so, submit a statement along with the returned signed grant award showing the status or outcome of those actions.

  
\_\_\_\_\_  
Max H. Young, Director  
Office of Highway Safety

  
\_\_\_\_\_  
Signature of Official Authorized to Sign

**GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED.**

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF HIGHWAY SAFETY  
300-A OUTLET POINTE BOULEVARD  
COLUMBIA, SOUTH CAROLINA 29210

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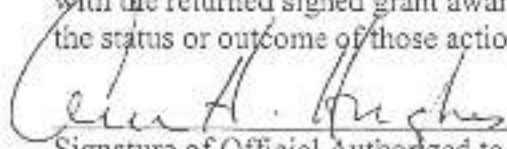
  
\_\_\_\_\_  
Phil Riley, Assistant Administrator  
Office of Highway Safety

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\_\_\_\_\_  
Max H. Young, Director  
Office of Highway Safety

  
\_\_\_\_\_  
Signature of Official Authorized to Sign

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## SPECIAL CONDITIONS

SUBGRANTEE: Oconee County Sheriff's Office

GRANT TITLE: Traffic Enforcement Program

GRANT NO.: 2H03020

AWARD DATE: October 1, 2002

\* \* \* \* \*

- 1) This award is contingent upon approval and availability of funds from the federal funding agency.
- 2) **While the grant award for your agency is \$161,871 and includes items in the Personnel, Travel, and Other categories, you are limited to incur costs for only personnel and mileage until further written notice from this office.**
- 3) The Project Director and a financial staff person will attend a pre-work conference within one month of the award of the grant. All programmatic and budget revisions required by the Special Conditions must be submitted to this office by the date of the scheduled pre-work conference.
- 4) The Project Director will attend and participate fully in the entire Project Management Course scheduled for October 17, 2002. The agency should also send the individual who will be completing Request for Payment forms and financial transactions to the segment of the course dealing with financial matters. Travel expenses may be covered through the project budget.
- 5) Any programmatic changes resulting from adjustments in the approved grant budget need to be addressed on pages 7 -13 of the grant, revised accordingly to reflect the approved grant budget, and submitted to this office by the date of the scheduled pre-work conference.
- 6) All grant-funded officers must be trained in the SCALES (Safe, Complete, and Legal Traffic Stops) curriculum offered by the South Carolina Criminal Justice Academy by the end of the grant period.
- 7) Submit bid specifications required for any equipment to be purchased at the time of the pre-work conference.
- 8) The subgrantee will participate in the *Fasten for Life* and *Sober or Slammer* campaigns for FFY 2003.

**FY 2003 HIGHWAY SAFETY PROJECT  
ASSIGNMENT LISTING**

**Virginia Patterson**

300-A Outlet Pointe Blvd., Columbia, SC 29210

Office: 803-896-9968 Fax: 803-896-9975

2H03009	Benedict College	Project Impact
2H03010	Chester Police Department	Enhanced Traffic Enforcement Program
2H03015	SC DHEC	Restraining Children Through Social Services
2H03018	SC Dept. of Insurance	Project Baby Save Educational Outreach Program
2H03036	Pee Dee Healthy Start, Inc.	Occupant Protection Awareness Program
2T03011	Travelers Rest Police Dept.	Enhanced Traffic Enforcement Program

**Connie Hoover**

300-A Outlet Pointe Blvd., Columbia, SC 29210

Office: 803-896-9953 Fax: 803-896-9975

2H03006	Tri-Development Center of Aiken	Comprehensive DUI Prevention Campaign
2H03008	Barnwell Co. Sheriff's Office	Advanced Highway Apprehension Program
2H03014	Horry Co. Solicitor's Office	Driving Under the Influence Prosecutor
2H03020	Oconee Co. Sheriff's Office	Traffic Enforcement Program
2H03023	SC DHEC: EMS Division	For Friends, For Life, Drive Free
2H03025	SC DPS: Office of General Counsel	Traffic Safety Prosecutor Pilot Program
2H03028	SC DOT	Work Zone Safety Public Information & Education Campaign
2H03035	SC Operation Lifesaver	Grade Crossing Collision Management

**Rachel Cambre**

300-A Outlet Pointe Blvd., Columbia, SC 29210

Office: 803-896-9944 Fax: 803-896-9975

2H03019	N. Charleston Police Dept.	Youth Alcohol Prevention (YAP)
2H03021	Saluda County Sheriff's Office	DUI Task Force
2T03004	SC Commission on Prosecution Coordination	Networking Among Agencies on DUI Related Issues

CC Council

Westminster, S.C.

October 11, 2002

Mrs. Ann Hughes, Supervisor  
Members of Oconee County Council

Dear Mrs. Hughes and Council Members:

My entire family was very disappointed to learn that County Council had voted to table the flag issue. We wish to go on record as being very much in favor of the flag selected and recommended by the Heritage Commission.

I have spoken with a number of long-time residents of this County who love the flag and who feel that it does indeed symbolize the significance of Oconee County. My young grandson cut the picture out of the paper and can't wait to get the real thing.

The flag is simple, beautiful, and most appropriate for Oconee County. We should know. We've been here for a long time.

Thank you, Mrs. Hughes, and Members of the  
Council, for considering our request for the  
adoption of the recommended flag.

Sincerely,

Emily C. Halleman  
(Mrs. Louis S.)

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2001-\_\_\_\_\_

AN ORDINANCE  
FOR THE PURPOSE OF ESTABLISHING A LOCAL ACCOMODATIONS TAX TO  
APPLY TO ALL ACCOMODATIONS LOCATED IN OCONEE COUNTY, SOUTH  
CAROLINA AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the County of Oconee (the "County") wishes to enhance the facilities that serve the tourists who visit the County; and

WHEREAS, the County wants to more strongly support the public services that are available to tourists in order to promote and further encourage tourism in the County; and

WHEREAS, Article 5 of Chapter 1 of Title 6 of the Code of Laws of South Carolina 1976, as amended (the "Code"), authorize local governing bodies by ordinance to impose a local accomodations tax not to exceed three (3%) percent on the gross proceeds of rentals of accomodations; and

WHEREAS, the County finds that a three percent (3%) Local Accommodatios Tax (as defined herein) upon the rentals of hotels, motels and other lodging establishments in the County that offer accommodations to tourists, will result in revenues which will be used for the dedicated purpose of improving services and facilities for tourists which constitutes a public purpose of the County; and

NOW THEREFORE, BE IT ORDAINED, by a Positive Majority (as defined herein) of the County Council of the County of Oconee, South Carolina, duly assembled, and by authority of the same as follows:

Section 1 – Definition

- a. "Accomodations" is defined as any rooms (excluding meeting and conference rooms), campground spaces, lodgings, or sleeping accomodations furnished to transients by a hotel, inn, tourist court, tourist camp, motel, campground, residence, or any other place in which rooms, lodgings or sleeping accomodations are furnished to transients for consideration within the County. The gross proceeds derived from the lease or rental of sleeping accomodations supplied to the same person or persons for a period of ninety (90) continuous days are not considered proceeds from transients.
- b. "County of Oconee" and "Oconee County" means the County and all of the properties within geographical boundaries of the County.



- e. "Local Accommodations Tax" means a tax on the gross proceeds derived from the rental or charges for accommodations furnished to transients and which is imposed on every person engaged or continuing within the jurisdiction of the imposing local governmental body in the business of furnishing accommodations to transients for consideration.
- d. "Positive Majority" means a vote for adoption by the majority of the members of the entire governing body, whether present or not. However, if there is a vacancy in the membership of the governing body, a positive majority vote of the entire governing body as constituted on the date of the final vote on the imposition is required.

#### Section 2 - Local Accommodations Tax

A uniform tax equal to three percent (3%) is hereby imposed on the gross proceeds derived from the rental of any Accommodation within the County. Within the boundaries of a municipality, the local accommodations tax shall be one and one-half (1 ½%) percent unless the municipality, by resolution, consents to the three (3%) percent accommodations tax.

#### Section 3 – Payment of Local Accommodations Tax

Payment of the Local Accommodations Tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The County shall promulgate a form of return which shall be utilized by the provider of services to calculate the amount of Local Accommodation Taxes collected and due. This form shall contain a sworn declaration as to the correctness thereof by the provider of services.

The taxes provided for in this Ordinance must be remitted to the County on a monthly basis when the estimated amount of average tax is more than fifty (\$50) dollars a month, on a quarterly basis when the estimated amount of average tax is twenty-five (\$25) dollars to fifty (\$50) dollars a month, and on an annual basis when the estimated amount of average tax is less than twenty-five (\$25) dollars a month.

The provider of services shall remit the Local Accommodations Tax, when due, to the County on the 20<sup>th</sup> of the month, or on the next business day if the 20<sup>th</sup> is not a business day.

#### Section 4 – Local Accommodations Tax Special Revenue Fund

An interest-bearing, segregated and restricted account to be known as the "County of Oconee Local Accommodations Tax Special Revenue Fund" is hereby established. All revenues received from the Local Accommodations Tax shall be

deposited into this Fund. The principal and any accrued interest in this Fund shall be expended only as permitted by this Ordinance.

#### Section 5 – Distribution of Funds

The County Council shall distribute the Local Accommodations Tax collected and placed in the "County of Oconee Local Accommodations Tax Special Revenue Fund" to be used for tourism-related capital projects, the support of tourism and tourist services in a manner that will best serve the tourists from whom it was collected including being pledged as security for indebtedness issued by the County for public purposes. It shall be the responsibility of the County Council to ensure that any and all money expended from the "County of Oconee Accomodations Tax Special Revenue Fund" shall be spent as follows: Twenty-five (25%) percent shall be distributed to the Tourist Promotion Commission and seventy-five (75%) percent shall be distributed to the Parks and Recreation Commission for the following purposes: (1) tourism – related buildings, including, but not limited to, civic centers, coliscurns, and aquariums; (2) cultural, recreational or historical facilities; (3) beach access and renourishment; (4) highways, roads, streets and bridges providing access to tourist destinations; (5) advertisements and promotions related to tourist development; or (6) water and sewer infrastructure to serve tourism- related demand. (6) water and sewer infrastructure to serve tourism – related demand. All expenditures must be approved by County Council.

#### Section 6 – Inspections, Audits and Administration

For the purpose of enforcing the provisions of this Ordinance, a Code Enforcement Officer or other authorized agent of the County, is empowered to enter upon the premises of any person subject to this Ordinance and to make inspections, examine and audit books and records. It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon twenty-four (24) hours written notice. In the event that an audit reveals that false information has been filed by the remitter, the costs of the audit shall be added to the correct amount of tax determined to be due. The Code Enforcement Officer may make systematic inspections of all service providers which are governed by this Ordinance within the County to ensure compliance with this Ordinance. Records of inspections shall not be deemed public records.

#### Section 7 – Violations and Penalties

It shall be a violation of this Ordinance to:

- a. fail to collect the Local Accomodations Tax in connection with the rental of any accomodations to transients,

- b. fail to remit to the City the Local Accomodations Tax collected, pursuant to this Ordinance.
- c. knowingly provide false information on the form of return submitted to the County, or
- d. fail to provide books and records to the Code Enforcement Officer for the purpose of an audit upon twenty four (24) hours' written notice.

The penalty for violation of this Ordinance shall be five percent (5%) per month, charged on the original amount of the Local Accommodations Tax due.

Section 8 – Severability

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by an court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 9. The accommodations tax shall take effect on \_\_\_\_\_

APPROVED on FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2001, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, CLERK

APPROVED on SECOND READING this \_\_\_\_ day of \_\_\_\_\_, 2001, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, CLERK

APPROVED on THIRD READING this \_\_\_\_ day of \_\_\_\_\_, 2001, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

---

ANN HUGHES  
Supervisor-Chairman  
Oconee County Council

Attest:

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OPAL O. GREEN, CLERK



## OCONEE COUNTY REGIONAL AIRPORT

October 10, 2002

Ann Hughes, Supervisor

Dear Mrs. Hughes;

Ken Davis had to have emergency quadruple by-pass surgery on October 7, 2002. On September 23, you approved an extension of his FMLA, for one month at a time, however his physician has indicated that his return to work date could be six to eight weeks.

I would like to request an extension for December 15, 2002.

Thank you for your help in this matter.

Sincerely

Robert D. Banks  
Airport Director

ANN APPROVED

~~Summers~~  
~~Approved~~  
~~\$5,000~~  
\$4,800

## BellSouth® Business Class Family of Services Enrollment Form

**Account Information:**

Company Name: Oconee County  
 Street: 415 PINE ST  
 City, State, Zip: WALHALLA, SC, 29691

**Contact Information:**

Customer Contact Name: GREG BROCK  
 Customer Contact Phone: 864-638-4141  
 Account Executive: JIM BOWLES  
 Account Executive Phone: 864-254-7139

The Customer identified above (the "Customer") hereby enrolls in the BellSouth® Business Class Family of Services (the "Services"). The rates, discounts and other terms and conditions applicable to the Services are set forth in, and governed by, this Enrollment Form, including related Service order forms and/or promotion forms, and the following documents, which may be amended by BSLD and/or BSE, as applicable, from time to time (collectively, the "Governing Documents"): (a) the relevant BellSouth Long Distance, Inc. ("BSLD") Pricing Guides for Services purchased from BSLD which are not subject to tariff and the BSLD state tariffs, or similar documents required by the state regulatory body with jurisdiction over the BSLD tariffed Services; and (b) the BellSouth BSE, Inc. ("BSE") Pricing Guides, state tariffs, and similar documents required by the state regulatory body with jurisdiction over the Services, for the local component of the BellSouth Long Distance Frame Relay Service. Each Governing Document is hereby incorporated into this Enrollment Form by reference. Copies of the Governing Documents are available at [www.tariffs.net/bsld/index.mv](http://www.tariffs.net/bsld/index.mv) and, during normal business hours, at BSLD's main office at 400 Perimeter Center Terrace, Suite 350, Atlanta, Georgia 30346.

The Services, as specifically defined in the applicable Governing Documents, currently include: BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Dedicated Access Service ("Dedicated Access"), BellSouth® Long Distance Private Line Service ("Private Line"), BellSouth® Long Distance ATM Service, and BellSouth® Long Distance Frame Relay Service. The BellSouth® Long Distance Frame Relay Service is comprised of a local frame relay component, provided by BSE, and a long distance component provided by BSLD. All other BellSouth® Business Class Family of Services are provided by BSLD.

Customer hereby enrolls for a Term of 2 Years. During the Term of this Enrollment Form, Customer hereby agrees that Customer's Minimum Monthly Commitment ("MMC") shall be \$250 of Contributory Service charges.

Contributory Service charges for Dedicated Access and Private Line will be calculated after all discounts have been applied. For all other Services, Contributory Service charges will be calculated before the application of any discounts. Contributory Service charges which contribute toward Customer's MMC are specifically identified in the applicable Governing Documents.

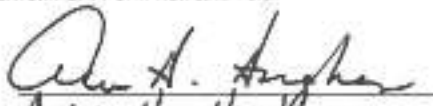
If, in any month following a three (3) month ramp up period, Customer fails to meet its MMC, Customer agrees to pay the difference between Customer's total Contributory Service charges for such month and the MMC specified above. If Customer cancels this Enrollment Form or ceases to use Services to a material extent prior to the expiration of the Term, Customer agrees to pay an amount equal to fifty percent (50%) of the MMC multiplied by the number of months remaining in the Term specified above. These charges are in addition to any other valid and outstanding Service charges which may be due.

To the extent permissible under applicable law, regulation or tariff, this Enrollment Form, including the Governing Documents and any related Service order forms and Service promotions, will be governed by the laws of the State of Georgia, without regard to its conflict of law provisions. BSLD or BSE, as applicable, may assign this Agreement at any time to a parent, subsidiary, subsidiary of its parent or any of its or its parent's affiliates.

By executing this Enrollment Form, Customer grants a Letter of Agency to BSLD to act on Customer's behalf to order access services necessary to connect the Services to Customer. This agency authorization includes, without limitation, the removal, addition to or rearrangement of such access services.

In order to become effective this Enrollment Form must be executed by a duly authorized representative of Customer and delivered to and accepted by an authorized representative of BSLD and/or BSE. If this Enrollment Form is signed by Customer and accepted by BSLD and/or BSE, twenty (20) days or more prior to the first day of the next billing month, the Term will commence on the first day of the next billing month. Otherwise, the Term will commence on the first day of the second billing month following acceptance by BSLD or BSE. Any modification(s), interlineation(s), addition(s), supplement(s) and/or other change(s) to this Enrollment Form by Customer shall render this Enrollment Form null and void.

**Oconee County**

Signature:   
 Printed Name: ANN H. HUGHES  
 Title: Supervisor  
 Date: 10-17-02

# BellSouth® Charter Customer Promotion Enrollment Form

## BellSouth® Business Class Family of Services

**Account Information:**

Company Name: Oconee County  
 Street: 415 PINE ST  
 City, State, Zip: WALHALLA, SC, 29691

**Contact Information:**

Customer Contact Name: GREG BROCK  
 Customer Contact Phone: 864-638-4141  
 Account Executive: JIM BOWLES  
 Account Executive Phone: 864-254-7139

The customer identified above (the "Customer") hereby enrolls in the BellSouth® Charter Customer promotion (the "Promotion"). Customer represents and warrants that Customer has signed or will sign concurrently with this Promotion a 1 year or longer BellSouth® Business Class Family of Services Enrollment Form (the "Services Agreement"). This Promotion cannot be combined with certain other promotions and cannot be combined with any Customized Pricing Arrangement ("CPA"), unless otherwise stated in the CPA.

As long as Customer has a BellSouth® Business Class Family Services agreement in effect for Services purchased under this Promotion, Customer will receive the following pricing:

- an additional 5% discount will be applied to interstate and international inbound and outbound voice usage
- the discount will be applied after application of the standard Volume and Term Discounts

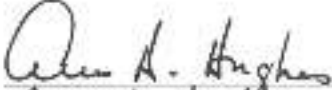
This Promotion is subject to and controlled by the provisions of the Governing Document(s) applicable to the Promotion-eligible Services purchased under the Services Agreement. Any modification(s), interlineation(s), addition(s), supplement(s) and/or other change(s) to this Enrollment Form is considered a counter offer by Customer and must be returned to the BellSouth for subsequent written approval from an authorized BellSouth Long Distance representative.

This Promotion is coterminous with and incorporated by reference into the Services Agreement. All capitalized terms not defined herein shall have the meaning ascribed to them in the Services Agreement.

To be eligible for this Promotion, Customer must execute this Promotion Enrollment Form no later than November 30, 2002. This Promotion shall only apply to eligible Services ordered under the Services Agreement, provided that at least one such eligible service is installed and activated by January 31, 2003.

**Oconee County**

Signature:  
 Printed Name:  
 Title:  
 Date:

  
 Arden H. Hughes  
 Supervisor  
 10-17-02

**LONG DISTANCE SERVICE**

Average minutes per month (Feb. - June)	Currently paying AT & T	Avg. Total Paid	Bellsouth Proposal	Avg. Total Proposed
<u>Interstate</u> 1790	.08¢	\$143.20	.0584¢	\$104.54
<u>Intrastate</u> 3592	.15¢	\$538.80	.0855¢	\$307.12
<b>TOTALS</b>		<b>\$682.00</b>		<b>\$411.66</b>

Bellsouth has just begun offering long distance services as of October.

The above is average billed minutes. Other charges such as taxes and regulatory fees are based on these totals, and will also be less each month. Average total AT & T bill is \$875 per month. Average Bellsouth bill based on passed history would have been around \$522.

Should see a savings of around \$353.00 per month, \$4236 per year.

2 year contract

Obligated to a minimum of \$250.00 (probably will never happen)

Bellsouth has a Customer Rep. Who will come to see us when we need them. 1 person dedicated to our account.  
AT & T does not have a Customer Rep. We can only talk to someone over the phone, and it is always a different person.

AT & T bill takes 4 hours to process by AP, format is not consistent month to month  
Bellsouth bill takes 45 minutes, always formatted the same