

E. EARL EDENFIELD JR.
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0763

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COMMISSION
CLERK

August 9, 2001

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. 000828-TP (Sprint Arbitration)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Motion for Resolution of Disputed Language, 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,

E. Earl Edenfield, Jr.

E. Earl Edenfield Jr. (EA)

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

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**CERTIFICATE OF SERVICE
Docket No. 000828-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

U.S. Mail this 9th day of August, 2001 to the following:

Timothy Vaccaro
Staff Counsel
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. (850) 413-6181
Fax No. (850) 413-6182

Charles J. Rehwinkel
Susan Masterton
Sprint
1313 Blair Stone Road
Tallahassee, FL 32301
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William R. L. Atkinson
Benjamin W. Fincher
Sprint
3100 Cumberland Circle
Cumberland Center II
Atlanta, Georgia 30339
Tel. No. (404) 649-6221
Fax. No. (404) 649-5174


E. Earl Edenfield Jr. (1A)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:) Docket No. 000828-TP
)
Petition of Sprint Communications Company L.P. for)
Arbitration with BellSouth Telecommunications, Inc.)
Pursuant to Section 252(b) of the Telecommunications)
Act of 1996.)
_____) Filed: August 9, 2001

**BELLSOUTH TELECOMMUNICATIONS INC.'S MOTION
FOR RESOLUTION OF DISPUTED LANGUAGE**

On July 9, 2001, BellSouth Telecommunications, Inc. ("BellSouth") filed the Arbitrated Interconnection Unbundling Resale and Collocation Agreement between BellSouth and Sprint Communications Company Limited Partnership ("Sprint"). The Agreement contained a section (3.1.2 of Attachment 1) on which the parties could not agree on language. The proposed language from BellSouth and Sprint can be found in Section 3.1.2 of Attachment 1 to the Interconnection Agreement. The rationale behind BellSouth's and Sprint's respective positions on which language is appropriate can be found in the attached letters to the Commission. (*See*, July 9, 2001 letters from BellSouth and Sprint provided herein as Attachment A to this Motion.)

BellSouth respectfully requests that the Commission determine which language is consistent with the Commission's Final Order on Arbitration (Order No. PSC-01-1095-FOF-TP) dated May 8, 2001. For the reasons set forth in BellSouth's July 9, 2001 letter, BellSouth submits that the Commission should adopt the language proposed by BellSouth.

Respectfully submitted this 9th day of August 2001.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White

NANCY B. WHITE (KA)

JAMES MEZA III

c/o Nancy H. Sims

150 So. Monroe Street, Suite 400

Tallahassee, FL 32301

(305) 347-5558

R. Douglas Lackey

R. DOUGLAS LACKEY (KA)

E. EARL EDENFIELD JR.

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Attachment A

E. EARL EDENFIELD JR.
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0763

FILE COPY

July 9, 2001

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

Re: Docket No. 000828-TP (Sprint Arbitration)

Dear Ms. Bayó:

Enclosed are an original and five copies of the Arbitrated Interconnection Unbundling Resale and Collocation Agreement between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, in the captioned docket.

The enclosed Agreement contains two sections with language that is shown as being in dispute. The first section is Section 3.1.2 of Attachment 1, which involves the arbitration issue of the resale of stand-alone custom calling services. BellSouth has submitted best and final language pursuant to which BellSouth may recover the costs associated with implementing resale of stand-alone custom calling services.

In support of this language, BellSouth states the following:

While the details of implementation have not been investigated, the resale of stand-alone customer calling services is expected to require modifications to BellSouth's inventory and billing mechanisms, at a minimum. The inventory aspect would support multiple "provisioners" of a resold line and its customer calling features. For example, an end user could select ABC ALEC as his provider of local service and ABC ALEC could provide that service through resale of a BellSouth service. That end

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Mrs. Bayó
July 9, 2001

user could then request that BellSouth provide his call waiting feature while requesting that Sprint provide his call forwarding feature. In this example there would be three LECs providing service on a line that today has only one. Such multiple "provisioners" would have implications for ordering as well as repair. The billing aspect would support the ability to render billing to each "provisioner" for its respective piece part of the line and its features.

BellSouth raised the issue of added cost in John Ruscilli's rebuttal testimony (page 5, lines 16 – 18) and requested that the Commission determine that if BellSouth makes stand-alone Custom Calling Services available to Sprint then Sprint is required to pay for the implementation (page 6, lines 1-4). The Commission acknowledged this testimony in the Final Order on Arbitration (page 8). BellSouth is entitled to recover the cost of the services that it provides.

The second section shown as being in dispute is Attachment 2, Sections 13.4 and 13.5. The parties have resolved this issue and the following language will be inserted into the Agreement before execution as Section 13.4:

"EELs shall be used in a manner consistent with the effective orders, rules and regulations of the FCC."

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,


E. Earl Edenfield Jr. (EA)

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



Susan S. Masterton
Attorney

Law/External Affairs
Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Mailstop FLTLH00107
Voice 850 599 1560
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susan.masterton@mail.sprint.com

FILE COPY

July 9, 2001

Via Hand Delivery

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

Re: Docket No. 000828-TP BellSouth/Sprint Communications Company Limited Partnership arbitrated interconnection agreement and Docket No. 000761-TP BellSouth Sprint PCS arbitrated interconnection agreement.

Dear Ms. Bayó:

Today, BellSouth Telecommunications, Inc. ("BellSouth") is filing the conforming interconnection agreement between the parties in connection with the BellSouth/Sprint PCS arbitration docket (000761-TP) and the BellSouth/Sprint Communications Company Limited Partnership arbitration docket (000828-TP). The purpose of this letter is to identify one contract provision for which the parties have not been able to agree on appropriate contract language: Attachment 1 (Resale), Section 3.1.2.2, regarding implementation costs for the resale of vertical features on a stand-alone basis. In the agreement being filed today, BellSouth and Sprint have each included "best and final" versions of this contract provision with Sprint's version being not to include the BellSouth-proposed language.

Sprint is aware of this Commission's recent decision in connection with the BellSouth/Global NAPS arbitration proceedings (Docket No. 991220-TP) not to incorporate contract language in connection with issues that were not specifically raised in either the petitioning party's arbitration Petition or the responding party's Response. Accordingly, it appears that the Commission will not consider this language. In the event that the Commission decides to consider the "best and final" language on implementation costs, Sprint believes that BellSouth's proposed language should be rejected. The Commission has already ruled that BellSouth must provide vertical features to Sprint on a stand-alone basis at the wholesale discount, pursuant to BellSouth's obligations under Section 251 of the Telecommunications Act of 1996. BellSouth should not be allowed to undermine this fundamental principle by attempting to recover "implementation costs" associated with BellSouth's fulfillment of its statutory obligation.

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U.S. MAIL-REG. RELATIONS
TALLAHASSEE, FL

Ms. Blanca Bayó
July 9, 2001
Page Two

Enclosed for filing are the original and fifteen (15) copies of this letter. Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Masterton". The signature is written in a cursive, somewhat stylized font.

Susan Masterton

Cc: Parties of Record