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August 22, 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

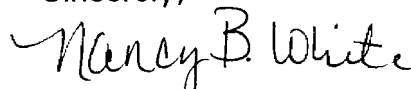
Re: Docket No. 001097-TP (Supra Complaint)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Memorandum in Opposition to Motion for Reconsideration which we ask that you file in the above-referenced matter.

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,


Nancy B. White (KA)

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

DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK


CERTIFICATE OF SERVICE
Docket No. 001097-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express this 22nd day of August, 2001 to the following:

Lee Fordham
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Nancy White (KA)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth)
Telecommunications, Inc. against Supra) Docket No. 001097-TP
Telecommunications and Information)
Systems, Inc., for Resolution of Billing) Filed: August 22, 2001
Disputes.)
_____)

**BELLSOUTH TELECOMMUNICATIONS, INC.'S MEMORANDUM IN
OPPOSITION TO MOTION FOR RECONSIDERATION**

BellSouth Telecommunications, Inc. ("BellSouth"), submits this Memorandum in Opposition to the Motion for Reconsideration of Order No. PSC-01-1585-FOF-TP 9"Order") filed by Supra Telecommunications and Information Systems, Inc. ("Supra").

ARGUMENT

The standard of review for a motion for reconsideration is whether the motion identifies a point of fact or law which was overlooked or which the Florida Public Service Commission ("Commission") failed to consider in rendering an order. See Diamond Cab Co. v. King, 146 So.2d 889, 891 (Fla. 1962). In a motion for reconsideration, it is not appropriate to reargue matters that have already been considered. See Sherwood v. State, 111 So. 2d 96, 97 (Fla. 3rd DCA 1959) (citing State ex. Rel. Jayatex Realty Co. v. Green, 105 So. 2d 817 (Fla. 1st DCA 1958)). Moreover, a motion for reconsideration is not intended to be "a procedure for re-arguing the whole case merely because the losing party disagrees with the judgment or the

order.” Diamond Cab Co., 394 So.2d at 891. Indeed, a motion for reconsideration should not be granted based upon an arbitrary feeling that a mistake may have been made, but should be based on specific factual matter set forth in the record and susceptible to review.” Steward Bonded Warehouse, Inc. v. Bevis, 294 So.2d 315, 317 (Fla. 1974).

In its motion, Supra requests that the Commission revisit its ruling on all of the issues. The bases for Supra’s motion are two fold: first, Supra claims that the Staff failed to consider Supra’s brief in its recommendation and second that a commercial arbitration held between the parties somehow supports Supra’s claims.¹ Pursuant to the above-described legal standard, Supra offers no legitimate basis for the Commission to review or modify its decision on the issues.

Specifically, Supra alleges that three arguments made in its brief were ignored. First, Supra alleges that the Commission ignored the argument that the 1997 Resale Agreement required a corrective payment to Supra. Supra’s allegation is without merit. The Commission, in Order No. PSC-01-1585-FOF-TP, (“Order”) issued on July 31, 2001 specifically addressed the issue of the applicability vel non of Section XVI (A), (B), and (F) of the 1997 Resale Agreement. See Order, pp. 4-5. The Commission found that Supra’s claims with regard to the corrective payment were “without merit” and that

¹ BellSouth claims confidentiality with respect to portions of Supra’s Motion for Reconsideration and the entire attachment thereto.

Supra misinterpreted the provisions listed above. Therefore, Supra's claim that the Commission ignored this argument is baseless.

In addition, Supra claims that the Commission ignored the corrective payment argument with regard to each of the specific charges dealt with in the docket. Again, this claim has no merit. The Commission had no need to address the claim with regard to each specific charge because they had already addressed the claim in a generic fashion. Id.

Second, Supra alleges that the Commission ignored Supra's claim that BellSouth refused to provide UNE combinations to Supra. Supra's claim is irrelevant. The Commission found that the agreement that governed the issues in this docket was the Resale agreement entered into by BellSouth and Supra in 1997, not the 1999 AT&T interconnection agreement adopted by Supra in 1999. Order, pp. 3-4. See also Order No. PSC-00-2250-FOF-TP, issued November 28, 2000. The Commission specifically found that the 1999 interconnection agreement was not relevant to this matter. Order, p. 5.

Supra relies on the Award of the Tribunal in Consolidated Arbitrations, dated June 5, 2001 as proof that the 1999 interconnection agreement applied to the charges at issue and that Supra should have been provided with UNE combinations. Both the Commission, as well as the tribunal, however, found that disputes about the 1999 interconnection agreement

should be addressed by private arbitration. Order, p. 3. The charges at issue in this docket arose from the ordering of resale services, not UNEs.

Third, *Supra* alleges that the Commission ignored its claim that the 1997 resale agreement did not require written letters of authorization and that BellSouth imposed more restrictive conditions on providing customer authorization. Section VI (F) of the 1997 resale agreement states that unauthorized local service charges and reconnections "can be adjusted if reseller provides satisfactory proof of authorization." It is uncontested that *Supra* never provided BellSouth with such proof, written or unwritten. Tr. p. 242. At no time did BellSouth insist on written authorization. BellSouth simply followed the dictates of Rule 25-4.118, Florida Administrative Code.

CONCLUSION

For the foregoing reasons, BellSouth respectfully requests that the Commission deny *Supra*'s Motion for Reconsideration.

Respectfully submitted this 22nd day of August, 2001.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White

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