

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petitions by AT&T Communications of the Southern States, Inc., and MCI Telecommunications Corporation, MCI Metro Access Transmission Services, Inc., for arbitration of certain terms and conditions of a proposed agreement with BellSouth Telecommunications, Inc. concerning interconnection and resale under the Telecommunications Act of 1996)	Docket No. 960833-TP
)	Docket No. 960846-TP
)	
In the matter of)	Docket No. 960757-TP
)	
MFS Communications Company, Inc.)	
)	
Petition for Arbitration Pursuant to 47 U.S.C. § 252 (b) of Interconnection Rates, Terms, and Conditions with)	
)	
BellSouth Telecommunications, Inc.)	
)	
In the matter of)	Docket No. 960916-TP
Petition by American Communications Services, Inc. and American Communications Services of Jacksonville, Inc. for Arbitration with BellSouth Telecommunications, Inc. pursuant to the Telecommunications Act of 1996)	
)	
)	
In re: Petition by MCI Metro Access Transmission Services, Inc., to Set Non-Recurring Charges for Combination of Network Elements with BellSouth Telecommunications, Inc.)	Docket No. 971140-TP
)	
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SUPPLEMENT TO AT&T'S MOTION TO COMPEL COMPLIANCE

AT&T of the Southern States, Inc. (AT&T) hereby files this supplement to the Motion to Compel Compliance (Motion) previously filed in this docket on June 9, 1997.

1. In its initial Motion, AT&T asked the Commission to compel BellSouth to comply with the provisions the Telecom Act of 1996 and Orders Nos. PSC-96-1579-FOF-TP (Arbitration Order), PSC-97-0298-FOF-TP (Reconsideration Order), and PSC-97-0600-FOF-TP (Contract Order) regarding the provision of network elements by BellSouth. Specifically, AT&T

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asked the Commission to compel BellSouth to provide network elements in combinations at prices as set by the Commission for network elements. Additionally, AT&T asked that BellSouth be compelled to provide usage data for the calls traversing the network elements purchased by AT&T as well as detailed billing and recording information sufficient to enable AT&T to bill and collect for features, functions and capabilities that it uses in providing service to its customers.

2. Subsequent to the filing of its Motion to Compel, AT&T and BellSouth executed and the Commission approved the arbitrated agreement reflecting the Commission's decisions. This agreement was approved by the Commission by Order No. PSC-97-0724-FOF-TP.

3. During the issue identification process for the February 24, 1998 hearing, it became clear that :

(a) AT&T contends that the Interconnection Agreement between AT&T and BellSouth requires BellSouth to provide combinations of unbundled network elements at the sum of the prices for the individual UNEs contained in the combination.

(b) BellSouth contends that (at least in certain situation situations where an existing BellSouth service is allegedly recreated) the Interconnection Agreement is silent on the methodology for determining the price of combinations of UNEs.

4. In the event the Commission ultimately determines that the Interconnection Agreement is silent on the pricing of combinations of UNEs under any particular circumstances, it is clear from the parties prior negotiations that they will be unable to reach agreement on the appropriate methodology for determining the price of such combinations. Additionally, due to the fundamental dispute regarding the pricing methodology for combinations of UNEs, it is clear from the parties prior negotiations that the parties will be unable to reach agreement regarding

the appropriate prices for nonrecurring charges for migration of combinations of the four ports and loops that were included by the Commission in the instant proceeding to be held in February, 1998.

5. Under Section 36.1 of the AT&T/BellSouth Interconnection Agreement:

36.1 Charges for Multiple Network Elements

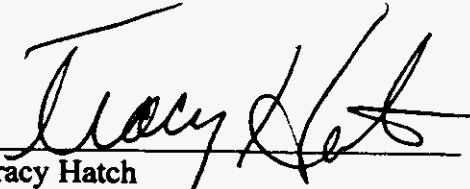
Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that AT&T does not need when two or more Network Elements are combined in a single order. BellSouth and AT&T shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements within sixty (60) days of the Effective Date either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

6. If, as a result of its ruling on the contract interpretation issues raised by the Motion, the Commission determines that the Interconnection agreement is silent as to the methodology to be used for determining the price of any combinations on UNEs, AT&T hereby requests that the Commission resolve the dispute relating to the method by which such prices are to be set. By making this request, AT&T does not waive its position that this pricing question is already covered by the terms of the Interconnection Agreement. AT&T further requests that the Commission resolve for AT&T the issue of the appropriate nonrecurring charges for the loop and port combinations previously identified in Issue 2 in the issues list set forth in Order No. PSC-97-1303-PCO-TP.

WHEREFORE, AT&T hereby supplements its Motion to Compel Compliance and request that the Commission resolve, as part of the upcoming proceedings on such Motion, any contingent issue that arises as to the methodology for determining prices of combinations of

UNEs which the Commission determines are not covered by the Interconnection Agreement and that the Commission resolve the issue as to the appropriate nonrecurring charges for the loop and port combinations set forth above.

RESPECTFULLY SUBMITTED this 6th day of January, 1998.



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Attorney for AT&T Communications
of the Southern States, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the forgoing has been furnished by U.S. Mail or hand-delivery to the following parties of record this 6th day of January, 1998:

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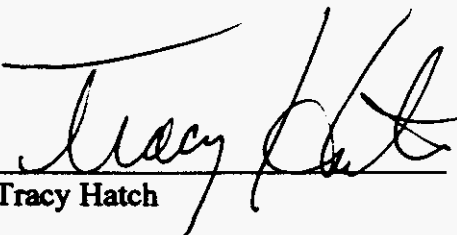
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