

E. EARL EDENFIELD JR.  
General Attorney

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

RECORDS AND REPORTING

February 21, 2001

Mrs. Blanca S. Bayó  
Director, Division of Records and Reporting  
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 to Supplement Post-Hearing Brief, 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.  
(28)

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 and Hand Delivery on the 21st day of February, 2001 to the following:

Timothy Vaccaro (via hand delivery)  
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 (via U.S. Mail)  
Susan Masterton  
Sprint  
1313 Blair Stone Road  
Tallahassee, FL 32301  
Tel. No. (850) 847-0244  
Fax. No. (850) 878-0777

William R. L. Atkinson (via U.S. Mail)  
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.  
(28)

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: February 21, 2001  
\_\_\_\_\_ )

**BELLSOUTH TELECOMMUNICATIONS, INC.'S  
MOTION FOR LEAVE TO SUPPLEMENT POST-HEARING BRIEF**

BellSouth Telecommunications, Inc. ("BellSouth") files this Motion for Leave to Supplement Post-Hearing Brief and says:

Subsequent to the January 10, 2001 hearing in this proceeding, BellSouth and Sprint resolved the make-ready work issue, by Sprint conceding to BellSouth's position throughout the region. In fact, BellSouth represented to the Commission in BellSouth's Post-Hearing Brief that Issue 22 (Make-Ready Work) had been resolved subsequent to the hearing. (*See*, Post-Hearing Brief, at FN 1). Contemporaneous with BellSouth filing its Post-Hearing Brief, the undersigned received a telephone call from counsel for Sprint advising that while Issue 22 was settled in all of the other states, it was not settled in Florida. This revelation was, and remains, contrary to BellSouth's understanding of the settlement of that issue.<sup>1</sup>

When presented with the question of why the issue would be resolved everywhere except for Florida, counsel for Sprint advised that the Commission would be upset if the parties settled

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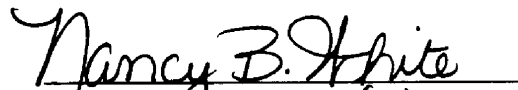
<sup>1</sup> Counsel for Sprint indicated that he thought that he had advised BellSouth's General Counsel for North Carolina that the settlement was "prospective" only. BellSouth's General Counsel for North Carolina has no recollection of such a conversation and neither does BellSouth's negotiation team. Certainly, Sprint never advised the undersigned, who is the regional trial counsel for this arbitration.

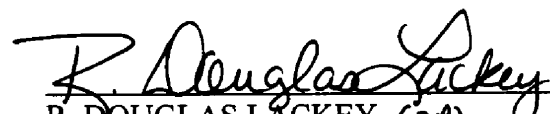
the issue after presenting testimony and taking up the Commission's time. The undersigned expressed his disagreement at that reasoning and indicated that BellSouth would seek leave to supplement the Post-Hearing Brief. At that time, Sprint indicated that it had no objection to BellSouth supplementing the Post-Hearing Brief on this issue.

Therefore, BellSouth respectfully requests that the Commission allow BellSouth to supplement the Post-Hearing Brief to assert its position on the make-ready work issue. BellSouth has attached (Attachment A) a copy of the position statement that BellSouth would file if granted leave to do so by the Commission. If the Commission grants BellSouth leave to file a supplement to the Post-Hearing Brief, BellSouth respectfully requests that the Commission simply deem Attachment A to be BellSouth's Supplemental filing and consider it filed as of the date the Commission grants the leave to file.

Respectfully submitted, this 21<sup>st</sup> day of February 2001.

BELLSOUTH TELECOMMUNICATIONS, INC.

  
NANCY B. WHITE (21)  
JAMES MEZA III  
c/o Nancy H. Sims  
150 So. Monroe Street, Suite 400  
Tallahassee, FL 32301  
(305) 347-5558

  
R. DOUGLAS LACKEY (22)  
E. EARL EDENFIELD JR.  
Suite 4300  
675 W. Peachtree St., NE  
Atlanta, GA 30375  
(404) 335-0763

## ATTACHMENT A

**Issue 22:      Should Sprint be required to pay the entire cost of make-ready work prior to BellSouth's satisfactory completion of the work?**

\*\*\* Sprint should pay for pre-license surveys and make-ready work in advance, as such payments are commercially reasonable and will ensure that all ALECs are treated in a nondiscriminatory manner with respect to such work. \*\*\*

### DISCUSSION

This issue concerns the timing of payments from Sprint to BellSouth when Sprint requests permission from BellSouth to attach to BellSouth's telephone poles or run cable in BellSouth's conduits. Sprint acknowledges that BellSouth has to perform certain work functions to prepare the telephone pole or conduit for Sprint's facilities. (TR, at 79). Sprint also agrees that BellSouth incurs expenses when doing this work at Sprint's request. (TR, at 80). While Sprint does not object to paying BellSouth for the work BellSouth performs, Sprint wants to pay one half of the amount owed up front and the remaining half upon completion of the work. Sprint bases the position that it needs to withhold half of the amount owed on two assumptions: (1) Sprint will have leverage to ensure the work is fully completed and satisfactory, and; (2) otherwise, BellSouth will have no financial incentive to complete the job in a timely and accurate fashion. (Closz Direct Testimony, at 14).

As established during the hearing, Sprint's concerns are completely baseless and will only serve to complicate a process that historically has run smoothly and efficiently and at the same time increase BellSouth's administrative costs, (TR, at 605-606) which will ultimately be passed along to the ALECs. The irony of Sprint's position is best demonstrated by Sprint's admission that during the year 2000 Sprint did not request make-ready work from BellSouth at

all. (TR, at 81). In fact, Sprint cannot point to a single problem it has ever had in having make-ready work completed in a timely and accurate manner. (TR, at 82). As noted by BellSouth, “of the 56 make-ready jobs that we undertook at request of ALECs in Florida during the year 2000, all of those jobs were completed satisfactorily and none of them resulted in a complaint of the type envisioned by Sprint.” (TR, at 606-607). Further expounding on the lack of complaints from the current process of paying the entire amount up front, BellSouth noted that in Georgia BellSouth completed 338 make-ready jobs without complaint and in Tennessee completed 80 without complaint. (TR, at 611).

In addition to the complete lack of record evidence to support its contentions, Sprint’s position also has practical limitations. Currently, all ALECs are required to pay for make-ready work in advance, so there is no risk of BellSouth not being paid for the work it performs. If the Commission adopts Sprint’s position, however, all ALECs in Florida will have the opportunity to opt into the Sprint/BellSouth Interconnection Agreement under the provisions of Section 252(i) of the 1996 Act. (TR, at 83). Even Sprint concedes that every ALEC operating in Florida is not financially solvent and that there is some risk that BellSouth will not be able to recover its costs in every instance (TR, at 83-85).

In short, Sprint cannot offer a single instance of a delayed or unsatisfactory make-ready work project and at the same time admits that its proposal will increase BellSouth’s administrative costs and the instances where BellSouth is not paid for the work BellSouth performs. Notwithstanding these facts (as well as the additional fact that Sprint has conceded this issue in the Sprint/BellSouth arbitrations in every other state in BellSouth’s region), Sprint is asking the Commission to revamp the entire payment for make-ready process that has been in

place for years. The Commission should reject Sprint's proposal and instead require Sprint to pay for make-ready work in advance.