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September 12, 2001

Wayne Knight  
Staff Counsel  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RE: Docket No. 001305-TP

Dear Mr. Knight:

At the September 6, 2001, deposition of Mr. Olukayode A Ramos, you requested two late-filed exhibits. One was information on the agenda for the ICRB meeting and the second was LENS downtime. The agenda information was provided in Attachment A of Supra Telecommunications and Information Systems, Inc.'s Status and Complaint Regarding BellSouth's Bad Faith Negotiations Tactics filed June 18, 2001. I have attached the agenda portion of this exhibit for your convenience. The LENS downtime information can be found in Confidential Exhibit OAR-3, page 24-25 of Mr. Ramos' direct testimony. Due to the notice of confidentiality of this document, it has not been included.

If you have any questions, please contact me.

Sincerely,

Brian Chaiken  
General Counsel

c: All parties

DOCUMENT NUMBER-DATE

11391 SEP 12 01

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE  
FPSC Docket No. 001305-TP**

I HEREBY CERTIFY that a true and correct copy of the forgoing was served by U.S.  
Mail this 12<sup>th</sup> day of September, 2001 to the following:

Nancy B. White, Esq.  
C/O Nancy Sims  
BellSouth Telecommunications  
150 S. Monroe Street, Suite 400  
Tallahassee, FL 32301

Michael Goggins, Esq.  
Phillip J. Caver, Esq.  
BellSouth Center, Suite 4300  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

SUPRA TELECOMMUNICATIONS  
& INFORMATION SYSTEMS, INC.  
2620 S.W. 27<sup>th</sup> Avenue  
Miami, Florida 33133  
Telephone: (305) 476-4248  
Facsimile: (305) 443-1078

By: Brian Chaiken / atts

**BRIAN CHAIKEN**

DOCUMENT NUMBER-DATE

11391 SEP 12 01

FPSC-COMMISSION CLERK

**Medacier, Adenet**

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**From:** Medacier, Adenet  
**Sent:** Tuesday, June 05, 2001 3:14 PM  
**To:** Parkey Jordan (E-mail)  
**Subject:** follow-on Agreement

Attached please find the issues to be discussed at the Inter-Company Review Board Meeting, proposed for Wednesday, June 6, 2001 at 4:00 p.m.



Letter to P.Jordan  
ICRB.doc



Issues for ICRB.doc

Regards,

Adenet Medacier  
Assistant General Counsel  
2620 S.W. 27<sup>th</sup> Avenue  
Miami, FL 33133  
Telephone: (305) 476-4240  
Facsimile: (305) 443-9516

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**Medacier, Adenet**

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**From:** Medacier, Adenet  
**Sent:** Thursday, May 24, 2001 11:11 AM  
**To:** Parkey Jordan (E-mail)  
**Cc:** Chaiken, Brian; Ramos, Kay; Turner, Paul  
**Subject:** Meeting Agenda:

Attached is an agenda for the ICRB meeting. Let me know if you have any question.



AGENDA FOR THE  
MAY 29TH CALL\_...

Adenet Medacier  
Assistant General Counsel  
2620 S.W. 27<sup>th</sup> Avenue  
Miami, FL 33133  
Telephone: (305) 476-4240  
Facsimile: (305) 443-9516

COMPOSITE

EXHIBIT     A

**Medacier, Adenet**

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**From:** Medacier, Adenet  
**Sent:** Tuesday, May 15, 2001 11:49 AM  
**To:** Parkey Jordan (E-mail)  
**Subject:** ICRB

Ms. Jordan:

Please contact me to schedule an ICRB meeting regarding the follow-on agreement. Supra's representatives are available next week. Let me know after you make arrangements with BST's representatives.

AM

Adenet Medacier  
Assistant General Counsel  
2620 S.W. 27<sup>th</sup> Avenue  
Miami, FL 33133  
Telephone: (305) 476-4240  
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### Meeting Agenda:

#### I. xDSL:

- (1) BST's clarification of Supra's LSR for the conversion of BellSouth's end-users with xDSL service on their customer service record .
- (2) BST is advising potential Supra customers that they will lose their xDSL service and/or BellSouth will increase xDSL service rate if they switch to Supra.
- (3) Supra's ability to "switch-as-is" customers with BellSouth's xDSL Service..

#### Applicable law and provisions:

- a) Table 1 of Revised 7/25/98 Attachment of Interconnection Agreement.
- b) Sections 251, 252 and 272 of the TA of 1996
- c) *AT&T v. Iowa Utilities Board*, 525 U.S. 366, 394 (1999)
- d) Attachment 4, § 4.5: "When [Supra] orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection or **disruption of functionality**. This shall be known as Contiguous Network Interconnection of network elements."
- e) Deployment of Wireline Services Offering Advanced Telecommunications Capability CC Docket 98-147, Memorandum Opinion and Order, and Notice of Proposed Rulemaking (adopted August 6, 1998)
- f) Deployment of Wireline Services Offering Advanced Telecommunications Capability. CC Docket 98-147, Third Report and Order in CC Docket No. 98-147, Fourth Report and Order in CC Docket No. 96-98 (adopted November 18, 1999)

#### II. INSIDE WIRE MAINTENANCE

- (1) Converted customers who do not purchase inside wire maintenance plans are being unlawfully disconnected by BellSouth on the account that Supra ordered disconnection.

#### Applicable Law and provision:

- a) *AT&T v. Iowa Utilities Board*, 525 U.S. 366, 394 (1999)
- b) Section 4.5 of Attachment 4 of Agreement: "When [Supra] orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of network elements."

- c) Implementation of the Local Competition Provisions of the Telecommunications Act of 1996. CC Docket No. 96-98, First Report and Order (adopted August 1, 1996)

III. **CLARIFICATIONS.** An inordinate amount of LSRs are being clarified by BellSouth's systems. These clarifications are not caused by Supra, and are being clarified for reasons previously unseen.

Applicable Law and Provisions

- a) Parity. Section 30.10.3 of the Interconnection Agreement. "Each Network Element provided by BellSouth to AT&T shall be at least equal in the quality of design, performance, features, functions and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that BellSouth provides in the BellSouth network to itself, BellSouth's own Customers, to a BellSouth affiliate or to any other entity for the same Network Element."
- b) Sections 251, 252 and 272 of the TA of 1996
- c) *AT&T v. Iowa Utilities Board*, 525 U.S. 366, 394 (1999)

IV. **FOLLOW-ON AGREEMENT.**

All issues.

Supra's letter dated January 30, 2001 and BellSouth's response of February 22, 2001.

- Issue 17:** Should Supra Telecom be allowed to engage in comparative advertising using BellSouth's name and marks?
- Issue 21:** What does "currently combines" mean as that phrase is used in 57 C.F.R. § 51.315(b)?
- Issue 22:** Should BellSouth be permitted to charge Supra Telecom a "glue charge" when BellSouth combines network elements.
- Issue 23:** Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network?
- Issue 24:** Should BellSouth be required to combine network elements that are not ordinarily combined in its network?
- Issue 35:** Is conducting a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered to work on a BellSouth premises as security measure that BellSouth may impose on Supra Telecom?
- Issue 39:** Should BellSouth provide Supra Telecom access to EDI interfaces Which have already been created as a result of BellSouth working with other ALECs?
- Issue 41:** Should BellSouth be required to continue providing Supra Telecom the right to audits BellSouth's books and records in order to confirm the accuracy of BellSouth's bills?
- Issue 42:** What is the proper time frame for either party to render bills for overdue charges?
- Issue 45:** Should BellSouth be required to permit Supra Telecom to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, effective as of the date of Supra Telecom's request. Should BellSouth be required to post on its web-site all BellSouth interconnection agreements with third parties within fifteen days of the filing of such agreement with the FPSC?
- A.** What criteria should be used to determine which are the available terms of a filed and approved interconnection agreement which may be adopted by Supra?