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March 13, 2002

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

**RE: Docket No. 001097-TP - Corrected Pages of Mr. Nilson's  
Rebuttal Testimony**

Dear Mrs. Bayo:

Enclosed is the original and ten (10) copies of Supra Telecommunications and Information Systems, Inc.'s (Supra) Notice of Service of Corrected Pages to **replace pages 2, 4, and 5** of Mr. Nilson's Rebuttal Testimony in the above-referenced docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return it to me, copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Brian Chaiken  
General Counsel

DOCUMENT NUMBER - DATE  
02923 MAR 13 2002  
FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE  
001097-TP**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was served via Facsimile, Hand Delivery and/or U.S. Mail this 13th day of March, 2002 to the following:

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SUPRA TELECOMMUNICATIONS  
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By: Brian Chaiken/KHS  
BRIAN CHAIKEN, ESQ.  
KIRK DAHLKE, ESQ.

1 **Introduction**

2 **Q PLEASE STATE YOUR NAME AND ADDRESS**

3 A My name is David A. Nilson. My address is 2620 SW 27<sup>th</sup> Avenue, Miami, Florida 33133.

4

5 **Q BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

6 A I am the Chief Technology Officer of Supra Telecommunications and Information Systems,  
7 Inc. ("Supra").

8

9 **Q ARE YOU THE SAME DAVID A. NILSON WHO FILED DIRECT TESTIMONY IN**  
10 **THIS DOCKET?**

11 A I am.

12

13 **Q WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

14 A The purpose of my testimony is to address the issues identified in this proceeding. My  
15 testimony is filed in rebuttal to the direct testimonies filed in this proceeding by Mr. Patrick  
16 Finlen and Mr. Claude Morton of BellSouth Telecommunications, Inc. ("BellSouth").

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18

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21

**GENERAL ISSUES**

22

23 **Q BELLSOUTH CLAIMS THAT SUPRA, PURSUANT TO THE PARTIES' 1997**  
24 **RESALE AGREEMENT, STILL OWES BELLSOUTH MONIES PRIOR TO**

1 Q **DID SUPRA PAY BELLSOUTH IN FULL FOR ALL CHARGES THROUGH**  
2 **NOVEMBER, 1999?**

3 A Yes. In a letter December 16, 1999 (**Supra Exhibit # DN-R6** ) and its attached Exhibit "F,"  
4 Supra presented proof that all of BellSouth's bills through November 1999 were paid in full,  
5 except for the disputed amount \$61,866.05 for improperly billed taxes under the 1997 resale  
6 agreement.

7  
8 Q **DID BELLSOUTH EVER AGREE THAT THESE MONIES HAD BEEN**  
9 **IMPROPERLY BILLED AND CREDIT OR REFUND SAME TO SUPRA?**

10 A Yes, in stages. On February 10, 2000 (**Supra Exhibit # DN-R1** ), BellSouth's Debra Harris  
11 sent a letter indicating that BellSouth agreed to the dispute and that the sum of \$61,866.05  
12 would be credited to Supra.

13  
14 On March 11, 2000 Supra further disputed BellSouth's interest calculation on this amount of  
15 \$928.00 (**Supra Exhibit # DN-R2 , Supra Exhibit # DN-R3** ) and correctly calculated the  
16 owed interest at \$33,080.01.

17  
18 BellSouth continued to maintain it owed only the smaller amount in interest (**BellSouth**  
19 **Exhibit PCF-11**) in a letter to Supra dated March 30, 2000 from Mr. Morton. In that letter,  
20 BellSouth announced that while BellSouth disputed Supra's interest calculations, Supra had  
21 been credited \$62,794.05 (\$61,866.05 + \$928 interest) on Supra's **March 2, 2000** bill, and  
22 \$32,151.01 on Supra's **April 2, 2000** bill, leaving an outstanding balance of \$66,911.39 for  
23 services rendered under the **parties' October 5, 1999 Interconnection Agreement.**

24

1 At the time that amount was in dispute (**Supra Exhibit # DN-R4 ,Supra Exhibit # DN-R5** ),  
2 said dispute was not resolved until June 5, 2001. (**Supra Exhibit DN-41**)

3  
4  
5 **Q BASED ON THE FOREGOING, IS IT POSSIBLE THAT SUPRA OWES**  
6 **BELLSOUTH ANYTHING UNDER EITHER THE 1997 RESALE AGREEMENTS?**

7 A No, it is not possible.

8  
9 **Q BASED ON THE FOREGOING, IS IT POSSIBLE THAT BELLSOUTH OWES**  
10 **SUPRA ANYTHING UNDER EITHER THE 1997 RESALE OR**  
11 **INTERCONNECTION AGREEMENTS?**

12 A Yes, as I stated in my direct testimony, BellSouth refused to allow Supra to order, provision,  
13 or enjoy service ordered as a UNE combination under the parties October 23, 1997  
14 Interconnection Agreement. Supplemental to that testimony, Mr. Finlen attaches evidence  
15 of Supra's efforts to order UNE combinations in his **Exhibit PCF-6** at paragraph 3.

16  
17 **ISSUE ONE: SHOULD THE RATES AND CHARGES CONTAINED (OR NOT**  
18 **CONTAINED) IN THE 1997 AT&T/BELLSOUTH AGREEMENT APPLY TO THE**  
19 **BELLSOUTH BILLS AT ISSUE IN THIS DOCKET?**

20  
21 **Rebuttal of Mr. Morton's Testimony**