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July 30, 2002

Mrs. Blanca S. Bayó
Director, Division of the Commission Clerk
And Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399


RE: Docket No. 001305-TP (Supra)

Dear Ms. Bayó:

Enclosed are an original and fifteen copies of BellSouth Telecommunications, Inc.'s Response and Opposition to Supra's Motion to Strike BellSouth's July 15, 2002 Unilateral Filing of Non-Compliant Proposed Interconnection Agreement and Request for Evidentiary Hearing, 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 on the parties shown on the attached Certificate of Service.

Sincerely,


Nancy B. White (LA)

Enclosures

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

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE
Docket No. 001305-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

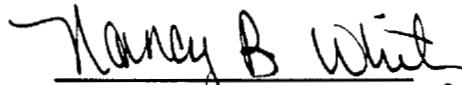
(*) Hand Delivery or Federal Express this 30th day of July, 2002 to the following:

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Nancy B. White (UA)

(+) Signed Protective Agreement

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of the Interconnection) Docket No. 001305-TP
Agreement Between BellSouth Telecommunications,)
Inc. and Supra Telecommunications & Information)
System, Inc., Pursuant to Section 252(b) of the)
Telecommunications Act of 1996.)
_____) Filed: July 30, 2002

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
RESPONSE AND OPPOSITION TO SUPRA'S MOTION TO STRIKE
BELLSOUTH'S JULY 15, 2002 UNILATERAL FILING OF NON-COMPLIANT
PROPOSED INTERCONNECTION AGREEMENT AND REQUEST FOR
EVIDENTIARY HEARING**

BELLSOUTH TELECOMMUNICATIONS, INC. ("BellSouth"), pursuant to Rule 28-106.204, Florida Administrative Code, hereby files its Response and Opposition to Supra's Motion to Strike BellSouth's July 15, 2002 Unilateral Filing of Non-Compliant Proposed Interconnection Agreement and Request for Evidentiary Hearing. In support thereof, BellSouth states the following:

Supra argues that the interconnection agreement filed by BellSouth should be stricken for various reasons. First, Supra alleges that BellSouth's proposed interconnection agreement does not incorporate settlement language agreed to by the parties and does not properly implement the rulings of the Commission. This allegation is completely incorrect. The specifics of BellSouth's attempts to craft an agreement are set forth in BellSouth's Response and Opposition to Supra's Notice of Good Faith Compliance with Order No. PSC-02-0878-FOF-TP; Notice of BellSouth's

Refusal to Continue Negotiations Over Follow-On Agreement; and Motion to Compel BellSouth to Continue Good Faith Negotiations on Follow-On Agreement and BellSouth's Emergency Motion for Expedited Commission Action, incorporated herein as if set forth fully. Supra has never set forth proposed language in this docket. It is always BellSouth that has been forced to create language for Supra's review. In addition, contrary to Supra's claims, BellSouth has incorporated into the proposed agreement the language to which the parties agreed in settlement of issues and the language ordered by the Commission. The correspondence that has been filed previously in this docket reflects the language to which the parties agreed to settle the issues that the Commission did not arbitrate, and the Commission is well aware of its Orders in this docket and is quite capable of determining whether the ordered decisions have been incorporated into BellSouth's proposed agreement. Finally, while Supra has wasted an inordinate amount of time complaining that the proposed agreement does not comport with the Commission's Orders and the settlement language to which the parties agreed, Supra has yet to propose one word of contract language to BellSouth or to this Commission. Thus, there is no proposal other than BellSouth's for the Commission to review.

Second, once again, what Supra labels as "factual background" is devoid of factual accuracy. Attached hereto as Exhibit A is a list of the

issues in the above docket, rebutting Supra's Composite Exhibit to its motion.

Specifically:

1. Page 4 of Supra's Motion - Supra claims issues 6, 30, 36, 37, 43, 50, 54, 56, 58, and 64 were "resolved". These issues were not resolved, they were unilaterally withdrawn by Supra from arbitration. Two issues (2 and 3) were settled by the parties' agreement to incorporate in the new agreement language from the parties' prior interconnection agreement. Contrary to Supra's allegation that the agreement was never memorialized, the ultimate outcome of these issues was memorialized in BellSouth's January 31, 2001 filing in this docket setting forth each issue that was withdrawn at Issue Identification, and in emails between the parties on June 7, 2001, and October 25, 2001.
2. Page 5 of Supra's Motion - Supra claims that "implementation of the parties agreements required a three step process". Such a process was never discussed with BellSouth, much less agreed to. Moreover, Supra cites no support for such a process. The only example given, that of Attachment 2, Exhibit concerning call flows, was subject to review by Supra. However, as Mr. Nilson never pro-

to BellSouth, and as Supra concurred in the resolution of the issues BellSouth had no reason to believe that Supra disagreed with any of the call flows. See Supra filing of October 26, 2001 with the Commission entitled "Resolved Issues".

Moreover, despite Supra's current claim that the parties' have not agreed on call flows, Supra has yet to provide any information regarding what Supra disputes or how it proposes to change the call flows.

3. On Page 8 of Supra's Motion, Supra alleges that BellSouth "refused" to send Supra an electronic version of the agreement so that Supra could compare changes. First, BellSouth hand-delivered paper copies of the agreement on July 15, 2002. Supra first requested an electronic copy on July 15, 2002 at 5:01 p.m. In accordance with Supra's request, BellSouth e-mailed to Supra the electronic version of the agreement filed with the Commission on July 16, 2002. Supra advised BellSouth on July 17, 2002, that Supra wanted the agreement in another format and immediately began attacking BellSouth for intentionally not sending the document in the "right" format (despite the fact that BellSouth sent Supra exactly what it requested). On July 18, 2002, BellSouth forwarded to Supra

another electronic version of the agreement in a different format from that filed with the Commission.

4. Supra's Motion is replete with statements concerning the negotiations, how and when issues were or were not resolved, and the inadequacy of BellSouth's proposed agreement. While BellSouth disputes the accuracy of much of Supra's filing, BellSouth's position has been set forth in previous filings in this docket. Despite Supra's allegations that it has made every effort to finalize an agreement, Supra's attempts at negotiations were totally unproductive. In fact, Supra's general counsel was quoted in the Miami Herald as follows: "Brian Chaiken, Supra's general counsel, said the company doesn't want 'to enter into this contract [with BellSouth] because we feel it's the result of a biased process.'" *Telecom Battle Intensifies*, Beatrice E. Garcia, Miami Herald, July 23, 2002. Clearly, Supra is not interested in entering into a new agreement.

The actual status of the issues is as follows:

Supra has agreed with BellSouth's resolution of 26 issues and one (1) partial issue.¹ Of these, eleven (11) were voluntarily withdrawn by Supra;²

¹ These resolved issues are Issues A, B, 3, 4, 5, 8, 9, 12, 16, 17, 25A, 30, 35, 36, 43, 44, 45, 48, 50, 54, 55, 57 (partially settled), 58, 61, 62, 64, and 66.

² The issues that were withdrawn are A, 8, 25A, 30, 36, 43, 50, 54, 55, 58 and 64.

eight (8) were settled by the parties' agreement to language;³ and eight (8) were ordered by the Commission.⁴

Supra has "tentatively agreed" with BellSouth's resolution of 11 issues.⁵ Of these, ten (10) are issues where Supra has requested language modifications to which BellSouth has agreed, and Supra has simply failed to make any effort to confirm that the changes have in fact been made. Supra has stated that one issue, Issue 63, is only tentatively acceptable, though it admits that the real dispute is captured in another issue (namely, Issue 11A).

Supra disagrees or tentatively disagrees with BellSouth's resolution of 34 issues⁶ and one partial issue. Of these issues, six (6) were withdrawn by Supra voluntarily.⁷ Thus, it is difficult to believe that Supra could raise any disagreement. BellSouth believes that by raising these issues again, Supra is acting in bad faith. Supra is attempting to delay entering into the Agreement by raising issues that have long ago been withdrawn.

Eleven (11)⁸ of these disputed issues (including the previously settled portion of Issue 18) were discussed during negotiations in early July.

Surprisingly, five of these issues and the one partial issue were the subject

³ The issues that were settled are 3, 9, 17, 35, 44, 45, 48 and 57 (only partially settled).

⁴ The issues that were ordered are B, 4, 5, 12, 16, 61, 62 and 66.

⁵ These "tentatively" settled issues are Issues 2, 11B, 15, 20, 26, 31, 41, 42, 51, 52 and 63. Of these, six (6) were settled by the parties (Issues 2, 26, 31, 41, 51 and 52), and five (5) were ordered by the Commission (Issues 11B, 15, 20, 42 and 63).

⁶ One of the 34 issues, issue 18, consists of two parts. The settled portion of issue 18 was discussed and closed on July 11, 2002, but is now disputed by Supra. The arbitrated portion of issue 18 was never raised during negotiations.

⁷ Supra withdrew Issues 6, 14, 37, 39, 54, and 56, yet Supra claims that BellSouth has not implemented the issue correctly in the agreement.

of agreements of the parties and were not ordered by the Commission.⁹ Of these disputed issues that were discussed, Supra agreed with BellSouth that five (5) of them were closed after our discussions.¹⁰ In addition, one issue, Issue 29, which was arbitrated and resulted in an order of the Commission, was acceptable to the extent of the language ordered. Supra's disagreement lies in language that BellSouth proposed to assist Supra, but that Supra refused. Such language was not part of the originally filed agreement, was not arbitrated, and is not an obligation on BellSouth's part. BellSouth removed the language that was objectionable to Supra.

Eighteen (18) issues (including the arbitrated portion of issue 18) and one partial issue that Supra now claims are disputed were never even raised by Supra during the negotiations.¹¹ Instead of focusing on resolution of the issues ordered by the Commission, Supra spent the majority of its time in negotiations rehashing and changing language to which the parties had already agreed in settlement of those issues. If Supra disagreed with the manner in which BellSouth incorporated the Commission's ordered language, it had ample time to raise those issues. However, as the foregoing indicates, Supra did not place any importance on discussion of these issues.

⁸ Issues 1, 7, 10, 11A, 13, 25B, 27, 29, 49 and 53 were discussed during negotiations, along with that portion of Issue 18 that the parties settled in October of 2001.

⁹ The parties had agreed to settlement language for Issues 7, 13, 18 (settled portion), 25B, 27 and 53.

¹⁰ Email correspondence between the parties reflects that Issues 13, 18 (settled portion), 25B, 27 and 53 were acceptable and closed.

¹¹ These are issues 19, 21, 22, 23, 24, 28, 32A, 32B, 33, 34, 38, 40, 46, 47, 59, 60 and 65. The partial issues are Issues 18 (arbitrated portion) and 57 (arbitrated portion).

Third, Supra alleges that, because the agreement is not jointly executed, the Commission cannot grant the relief requested. BellSouth filed the July 15, 2002 Letter and the Interconnection Agreement to comply with the Commission's Order No. PSC-02-0878-FOF-TP. BellSouth was forced to file the Agreement executed only by BellSouth because Supra refused to execute the Agreement or even discuss all the final language. Indeed, as evidenced by Supra's statements in its Motion to Strike, it does not even appear that Supra has read the Interconnection Agreement.

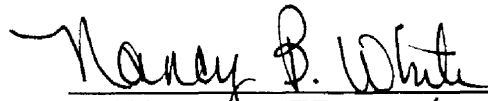
Fourth, Supra alleges that the agreement should be stricken because it is not authorized by the rules; is redundant, impertinent, irrelevant, immaterial and /or scandalous, is a sham; is interposed for improper or frivolous purposes, and there is no good ground to support the filing. There is no merit to Supra's allegation. BellSouth's proposed agreement was authorized by Order No. PSC-02-0878-FOF-TP, issued by the Commission on July 1, 2002, an order with which Supra did not comply. BellSouth's proposed agreement is not redundant, etc., because it addresses all the issues decided by this Commission in the arbitration, as well as all settled issues. BellSouth's proposed agreement is not a sham; it is a valid agreement. BellSouth's proposed agreement was not filed for an improper purpose; it was filed in compliance with the Commission's orders. BellSouth has ample support for filing the agreement.

The cases cited by Supra are irrelevant to the filing of BellSouth's proposed agreement. All of the cited cases go to the issue of whether there was a legal or factual justification to file the specific pleading involved. The justification for BellSouth's filing of the proposed agreement is quite simple - to comply with a valid order of the Commission. In contrast, Supra has cited no factual or legal justification to support either a motion to strike or an evidentiary hearing. To the contrary, Supra has offered no justification for its failure to sign and file an agreement on July 15, 2002, as ordered by the Commission.

WHEREFORE, BellSouth requests that Supra's Motion to Strike BellSouth's July 15, 2002 Unilateral Filing of Non-Compliant Proposed Interconnection Agreement and Request for Evidentiary Hearing be denied for the reasons set forth herein.

Respectfully submitted this 30th day of July, 2002.

BELLSOUTH TELECOMMUNICATIONS, INC.



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pc docs 456833 v1

Listing of Issues and Disposition

Issue A: Supra agrees with BellSouth

Issue B: Supra agrees with BellSouth

Issue 1: What are the appropriate fora for the submission of disputes under the new agreement?

BellSouth proposed language in its template regarding this issue in the General Terms and Conditions, Section 16.1. Supra rejected BellSouth's language and the issue was arbitrated. The Commission's Order stated that the Commission is the appropriate forum for dispute resolution. BellSouth inserted language directly from the Commission's Order into Section 16.1.

Issue 2: What is the scope of the ability to use the other party's confidential information that is obtained pursuant to this interconnection agreement?

BellSouth has no idea what Supra means by its parenthetical in this and other issues that claims its agreement regarding the issue is "(subject to implementation)." Despite the fact that on June 6, 2001, BellSouth agreed to reinsert the exact language from the parties' prior interconnection agreement in settlement of this issue (and did so in Section 18 of the General Terms and Conditions, the same location it was in the prior agreement). Supra requested some minor changes to the language. BellSouth made the changes Supra requested. BellSouth finds it unreasonable that Supra did not check to see that the requested changes were made prior to filing its Response.

Issue 3: Supra agrees with BellSouth

Issue 4: Supra agrees with BellSouth

Issue 5: Supra agrees with BellSouth

Issue 6: Should BellSouth be required to provide to Supra a download of BellSouth's RSAG Database?

Supra withdrew this issue at Issue Identification with the Staff in January of 2001. It was not withdrawn with any understanding as to language. It was withdrawn because the issue was encompassed in Issue 57. For Supra to dispute an issue that Supra itself withdrew is unconscionable.

Exhibit A

Issue 7: Which End User Line Charges, if any, should Supra be required to pay BellSouth?

BellSouth and Supra agreed to language to settle this issue. BellSouth inserted the settlement language in the agreement (Attachment 1, Sections 3.21 and 3.25; Attachment 2, Sections 2.6, 6.3.2-6.3.2.5; Attachment 5, Section 2.5), and Supra requested minor changes. BellSouth agreed to the changes and included the modified settlement language in the agreement. During negotiations earlier this month, Supra agreed to the language except for Exhibit B, which is a series of call flows. In October of 2000, the parties settled the language, subject to Supra's review of the call flows. Supra never raised any complaints regarding the call flows, and it filed a pleading with the Commission that the issue was settled. Supra now disputes the call flows, but has provided no specific complaint and has offered no language or alternative call flows.

Issue 8: Supra agrees with BellSouth

Issue 9: Supra agrees with BellSouth

Issue 10: BellSouth inserted into the agreement language from the Commission's Order and Order on Reconsideration (Attachment 1, Section 4.1.7; Attachment 2, Section 3.2). During negotiations earlier this month, Supra asked for additional language. BellSouth agreed to add some additional language but certain conceptual changes Supra requested were beyond the scope of the Orders, and Supra has not submitted any language for this issue.

Issue 11A: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of disputed charges?

BellSouth included in the Agreement language directly from the Commission's Order (Attachment 6, Section 15.5). Despite the fact that the Commission did not change or clarify its decision in the Order on Reconsideration, Supra claims that based on the reconsideration, BellSouth must agree to language that essentially provides if Supra files a billing dispute with the Commission, BellSouth must agree that Supra has a valid billing dispute (although Supra has proposed no language to this effect). BellSouth believes that such language is beyond the scope of the Order and inappropriate. Supra is trying to circumvent the ruling by creating a way for Supra to make an otherwise frivolous "billing dispute" valid by simply filing the dispute with the Commission. Such a request is absurd, especially given Supra's history of nonpayment.

11 B: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of undisputed charges?

Although Supra it admits that it's dispute lies with Issue 11A, it has only tentatively agreed that it does not dispute the disposition Issue 11B.

Issue 12: Supra agrees with BellSouth

Issue 13: What should be the appropriate definition of local traffic for purposes of the parties' reciprocal compensation obligations under Section 251(b)(5) of the 1996 Act?

The parties agreed to language in settlement of this issue, and BellSouth included such language in the Agreement in Attachment 3, Sections 6.1-6.1.1.2. On July 3 Supra agreed that BellSouth correctly incorporated the settlement language. In this Response for the first time, Supra now claims that inclusion of the settlement language requires a rewrite of two Attachments. Such a claim is not only ridiculous, but constitutes bad faith negotiations. Further, Supra has never made an alternative proposal.

Issue 14: Should BellSouth pay reciprocal compensation to Supra where Supra is utilizing UNEs to provide Local Service for the termination of Local traffic to Supra's End Users? If so, for which UNEs should reciprocal compensation be paid?

Supra claims that "implementation of this issue is contingent upon the status of issue 25B, which is currently in dispute." Again, Supra agreed to withdraw this issue as it is covered by Issue 25B. Thus, there is no issue to be implemented with regard to Issue 14.

Issue 15: What Performance Measures should be included in the Interconnection Agreement?

BellSouth made the changes requested by Supra in Attachment 9 of the Agreement. Supra had ample time to check to ensure that the language had been changed before filing this Response.

Issue 16: Supra agrees with BellSouth

Issue 17: Supra agrees with BellSouth

Issue 18: What are the appropriate rates for the following services, items or elements set forth in the proposed interconnection agreement? (A) Resale; (B) Network Elements; (C) Interconnection; (D) Collocation; (E) LNP/INP; (F) Billing Records; (G) Other?

Arbitrated Portions 18 (B), (C), (E), (F), (G): Supra made a statement that the rate attachments are generic and contain notations that conflict with agreements made by the parties. However, Supra fails to mention any specific conflict and it has proposed no alternative to BellSouth's rates. Further, Supra never discussed this issue during negotiations and is raising it with BellSouth for the first time in this Response.

Agreed Portions 18 (A), (D): On July 11, 2002, Supra agreed that the settled portion of Issue 18 was closed. BellSouth's proposed rates are those provided to Supra on September 24, 2001, as the parties agreed. Now, for the first time, Supra is claiming that the parties agreed to a true-up of rates, despite there being no documentation to that effect.

In addition, all rates ordered by the Commission are included in BellSouth's proposed rates.

Issue 19: Should calls to Internet Service Providers be treated as local traffic for the purposes of reciprocal compensation?

Supra claims that BellSouth proposal contains disputed language. Supra has not specified what language is in dispute. BellSouth included language consistent with the FCC's ISP Order in Attachment 3, Sections 6.1.2-6.1.3. During negotiations, Supra stated that it needed to review the FCC order to determine compliance. It appears that Supra has failed to conduct such a review prior to filing this Response. This once again indicates that Supra has not invested the requisite time or effort into reviewing BellSouth's agreement.

Issue 20: Should the Interconnection Agreement include validation and audit requirements which will enable Supra to assure the accuracy and reliability of the performance data BellSouth provides to Supra?

First, Supra never addressed this issue during negotiations. Further, if Supra wanted to confirm that BellSouth made the changes it committed to make for Issue 15, it has had ample opportunity to do so.

Issue 21: What does "currently combines" mean as that phrase is used in 47 C.F.R. 51.315(b)?

Supra never addressed this issue during negotiations. In addition, Supra's complaint regarding this issue is so vague and nonsensical, that it is impossible to respond. BellSouth included language from the Commission's Orders in Attachment 2, Sections 2.9-2.9.3. Supra has not made a proposal to BellSouth or to the Commission.

Issue 22: Under what conditions, if any, may BellSouth charge Supra a "non-recurring charge" for combining network elements on behalf of Supra?

Again, Supra never addressed this issue during negotiations. In addition, Supra's complaint regarding this issue is so vague and nonsensical, that it is impossible to respond. In fact, it is the same complaint as was raised in Issue 21. BellSouth

included language from the Commission's Orders in Attachment 2, Sections 2.9-2.9.3. Supra has not made a proposal to BellSouth or to the Commission.

Issue 23: Should BellSouth be directed to perform, upon request, the functions necessary to combine network elements that are ordinarily combined in its network? If so, what charges, if any, should apply?

Once again, Supra never addressed this issue during negotiations but makes the same nonsensical claim as it made with respect to issues 21 and 22. And again, BellSouth included language from the Commission's Orders in Attachment 2, Sections 2.9-2.9.3. Supra has not made a proposal to BellSouth or to the Commission.

Issue 24: Should BellSouth be required to combine network elements that are not ordinarily combined in its network? If so, what charges, if any, should apply?

BellSouth reflected the Commission's Order on Reconsideration in Attachment 2, Section 2.9. However, again, Supra did not address this issue in negotiations but makes the same nonsensical claim as it made with respect to Issues 21-23. Supra has not made a proposal to BellSouth or to the Commission.

Issue 25A: Supra agrees with BellSouth

Issue 25B: Should UNEs ordered and used by Supra Telecom be considered part of its network for the purposes of reciprocal compensation, switched access charges and inter/intraLATA services?

On July 5, Supra agreed that the language inserted in the agreement in Attachment 2, Section 2.13, reflected the parties' settlement. Now Supra claims that it is disputing the language and that Attachments 2 and 3 must now be rewritten. Once again, this demonstrates bad faith on Supra's part, and is a clear indication that even if Supra were allowed additional time to negotiate, it will not stand by its agreements.

Issue 26: Under what rates, terms and conditions may Supra purchase network elements or combinations to replace services currently purchased from BellSouth tariffs?

BellSouth agreed to Supra's requested minor modifications in Attachment 10, Section 1, and in Attachment 2, Sections 2.15-2.15.6.1. Rather than confirm that the requested changes had been made, Supra chooses to leave this as an open issue.

Issue 27: Should there be a single point of interconnection within the LATA for the mutual exchange of traffic? If so, how should the single point be determined?

On July 8, Supra agreed that the language inserted in the agreement in Attachment 3, Section 1.1-1.14 reflected the parties' Settlement. On July 5, Supra agreed that the language inserted in the agreement in Attachment 2, Section 2.13, reflected the parties' settlement. Now Supra claims that it is disputing the language and that Attachments 2 and 3 must now be rewritten. Once again, this demonstrates bad faith on Supra's part, and is a clear indication that even if Supra were allowed additional time to negotiate, it will not stand by its agreements.

Issue 28: What terms and conditions and what separate rates, if any, should apply for Supra to gain access to and use BellSouth's facilities to serve multi-tenant environments?

Supra did not raise or discuss this issue during negotiations. In Attachment 2, Sections 5.2.3-5.2.9, BellSouth proposed language to comply not only with the Order in this arbitration, but other previous orders that the Commission referenced. Supra, however, has failed to propose any language for this issue.

Issue 29: Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve the first three lines to a customer located in Density Zone 1? Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve four or more lines provided to a customer located in Density Zone 1?

As Supra states, BellSouth agreed to modify language in the Agreement (Attachment 2, Section 6.3.1.2) in accordance with Supra's request to implement the Order regarding this issue. Supra is now complaining about language that was not arbitrated and that BellSouth is not required to offer. BellSouth offered language to Supra in Attachment 2, Section 6.3.1.2.3, stating that BellSouth will allow Supra to purchase switching at market rates (included in the Agreement) in those locations or for those lines where BellSouth is not obligated to provide switching to Supra. Supra refused to agree to this language unless BellSouth inserted additional language stating that Supra can opt into any lower market rates without an amendment to the Agreement. Such a request is absurd, does not comply with the law, and does not involve any issue, either settled or arbitrated, in this proceeding. Because Supra rejected the language, BellSouth removed it from the Agreement prior to filing.

Issue 30: Supra agrees with BellSouth

Issue 31: Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict Supra's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer?

During negotiations BellSouth made the minor change requested by Supra in Attachment 2, Section 6.3.1.2.4. Again, Supra has had ample time to confirm that the change was in fact made, but it has failed to do so.

Issue 32A: Under what criteria may Supra charge the tandem switching rate?

Attachment 2, Section 6.1.5 reflects the Commission's Order regarding this issue. Supra never addressed this issue during negotiations, and has not specified any BellSouth language to which it objects. In addition, Supra has failed to propose any language regarding this issue.

Issue 32B: Based upon Supra's network configuration as of January 31, 2001, has Supra met these criteria?

Again, Attachment 2, Section 6.1.5 reflects the Commission's Order regarding this issue. Supra never addressed this issue during negotiations, and has not specified any BellSouth language to which it objects. In addition, Supra has failed to propose any language regarding this issue. In addition, due to the fact that Supra had not deployed a switch in Florida as of January 31, 2001 (and to this day has not deployed a switch), Supra's submitting this issue to arbitration in the first place is bad faith.

Issue 33: What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities?

Supra never raised this issue during negotiations, nor has it proposed any language. BellSouth included the decision from the Commission's Order in Section 3.10.1 and provided Supra with an Attachment for Remote Terminal Collocation, which Supra had not previously requested. BellSouth has complied with the Order.

Issue 34: What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to Supra?

Supra never raised this issue with BellSouth during negotiations. While Supra now for the first time claims that BellSouth did not give Supra a choice as between BellSouth's proposed language and the AT&T language, quite the contrary is true. Supra has never made a choice, as every time BellSouth requested negotiations in March and April, Supra refused. Having not made such a choice during negotiations, BellSouth included in Attachment 2, Sections 3.8-3.8.5.8 the AT&T language, as we assumed Supra would prefer language negotiated by AT&T rather than language simply proposed by BellSouth. In addition, Supra claims that BellSouth has not included the Commission's decision regarding the single "C" process for converting a line to UNE-P. However, BellSouth did include such language in Attachment 2, Section 2.16.6. Supra has confused the UNE-P single "C" conversion process with a coordinated cutover for UNE loops. As the Commission well knows, and as is clear from the Order, the

coordinated cut-over process is utilized to transfer a loop from a BellSouth switch to a Supra switch. The single "C" process was developed for UNE-P conversions. Thus, the language was more appropriately included in Section 2.16.6 rather than in the cut-over section. If Supra would read the Agreement, this would be clear.

Issue 35: Supra agrees with BellSouth

Issue 36: Supra agrees with BellSouth

Issue 37: What rate should be applied to the provision of DC power to Supra's collocation space?

Supra withdrew this issue at Issue Identification with the Staff. There was no agreement to include any language, as both Supra and the Staff well know. Further, Supra has proposed no language, and can provide no documentation that the parties ever agreed to language regarding this issue. Supra's attempt to negotiate or arbitrate issues that it voluntarily withdrew over 18 months ago is further evidence of Supra's bad faith.

Issue 38: Is BellSouth required to provide Supra with nondiscriminatory access to the same databases BellSouth uses to provision its customers?

Despite the fact that this is an issue of overwhelming concern and importance to Supra, Supra never raised this issue during negotiations. The Order could not have been clearer regarding this issue, and BellSouth included in Attachment 7, Section 1.1, language from the Commission's Order. Supra's disagreement has no merit whatsoever. As Supra claims that inclusion of the language will lead to disputes, BellSouth can only infer that Supra desires that the agreement be silent on the issue so it can argue that it is not prohibited from direct access to BellSouth's retail OSS.

Issue 39: Should BellSouth provide Supra access to EDI interfaces which have already been created as a result of BellSouth's working with other ALECs?

Supra withdrew this issue voluntarily at the June 6, 2001, Intercompany Review Board meeting. The parties did not agree to any language regarding the issue, and Supra's claim otherwise is a complete fabrication that is wholly unsupported by any documentation. Further, contrary to Supra's statements, Attachment 7 of the Agreement BellSouth filed does allow Supra access to all the interfaces currently in use, including EDI. Finally, CAFÉ is not an MCI interface, nor is it an EDI interface. It is an interface available to all interexchange carriers and is utilized to submit Access Service Requests. As Supra does not order access services or any services utilizing ASRs, this complaint is nonsensical.

Issue 40: Should Standard Message Desk Interface-Enhanced (SMDI-E") and Inter-Switch Voice Messaging Service ("IVMS"), and any other corresponding signaling

associated with voice mail messaging be included within the cost of the UNE switching port? If not, what are the appropriate charges, if any?

Supra did not raise this issue during negotiations, and Supra has not provided any alternative language to BellSouth or to the Commission. BellSouth included language from the Commission's Order in Attachment 2, Section 6.5.17.

Issue 41: Should BellSouth be required to provide Supra the right to audit BellSouth's books and records in order to confirm the accuracy of BellSouth's bills?

Despite the fact that the parties had previously agreed to language in Section 12 of the *General Terms and Conditions* to settle this issue, BellSouth agreed to minor modifications requested by Supra during negotiations. Again, Supra's failure to review the document to confirm that its requested changes were made is no reason for Supra to leave the issue open at this late date.

Issue 42: What is the proper time frame for either party to render bills?

Again, BellSouth modified its language, at Supra's request, in Section 8 of Attachment 6. Supra has had ample time to confirm that the requested changes were incorporated.

Issue 43: Supra agrees with BellSouth

Issue 44: Supra agrees with BellSouth

Issue 45: Supra agrees with BellSouth

Issue 46: Is BellSouth required to provide Supra the capability to submit orders electronically for all wholesale services and elements?

Supra did not raise this issue with BellSouth during negotiations. BellSouth proposed language quoted directly from the Order regarding this issue in Attachment 7, Section 1.1. Supra has not provided any alternate language and even misstates BellSouth's proposed language.

Issue 47: When, if at all, should there be manual intervention on electronically submitted orders?

Again, Supra did not raise this issue during negotiations, and has provided no language for consideration. BellSouth included language in Attachment 7, Section 1.1, that quotes directly from the Order and that in fact, while not a direct quote, states exactly what Supra claims it wants in its status of this issue. Clearly, Supra has still not fully read BellSouth's agreement.

Issue 48: Supra agrees with BellSouth

Issue 49: Should Supra be allowed to share, with a third party, the spectrum on a local loop for voice and data when Supra purchases a loop/port combination and if so, under what rates, terms and conditions?

BellSouth included in Attachment 2, Section 2.16.7, language directly from the Order on Reconsideration. During negotiations, Supra did not propose alternative language, but it requested additional conceptual language that was not included in the Commission's Order, including a requirement that BellSouth continue to offer third parties' DSL services over Supra's loops, and a further requirement that in such case, BellSouth must notify the third party DSL provider that any amounts such DSL provider had been paying to BellSouth must now be paid to Supra. Obviously, BellSouth could not agree.

Issue 50: Supra agrees with BellSouth

Issue 51: Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface?

The parties resolved this issue in 2001. BellSouth included the settlement language in the Agreement in Attachment 1, Sections 3.16 and 3.16.1. During negotiations, Supra asked to repeat the language in Attachment 7, Section 3.6, and to make minor modifications to which BellSouth agreed. Supra is clearly confused, as it did not request that the language be repeated in Attachment 2. The language modification Supra requested in Attachment 7 makes reference to Attachment 2. Thus, on July 10 the issue was closed as described above. Again, not only has Supra failed to confirm that the changes were made, it has also apparently failed to consult its notes or BellSouth's emails regarding issues closed in negotiations before apprising the Commission of the status of this issue.

Issue 52: For the purposes of the Interconnection Agreement between Supra and BellSouth, should the resale discount apply to all telecommunications services BellSouth provides to end users, regardless of the tariff in which the service is contained?

Once again, BellSouth included the settlement language to which the parties agreed in Attachment 1, Sections 1.1 and 1.2. BellSouth agreed to make modifications requested by Supra, and Supra has simply failed to confirm those modifications, despite having sufficient time to do so. There is no reason for Supra to leave this issue open.

Issue 53: How should the demarcation points for UNEs be determined?

The parties settled this issue in 2001, and BellSouth incorporated the settlement language in Attachment 2, Sections 1.2, 2.3, 2.7, 2.10 and 2.10.1, and in Attachment 4, Section 5.5. On July 11, Supra agreed that the issue was closed. Supra now is claiming that the issue is in dispute and that entire Attachments must

be rewritten. However, Supra has not described how BellSouth's language is inappropriate, nor has it proposed any alternative language. Supra's actions indicate Supra's complete inability to negotiate in good faith.

Issue 54: Supra agrees with BellSouth

Issue 55: Supra agrees with BellSouth

Issue 56: Should BellSouth provide a service inquiry process for local services as a preordering function?

Supra withdrew this issue at Issue Identification with the Staff, as it had copied the issue from a MCImetro arbitration and had no idea how to describe the issue in dispute. Supra is now claiming that the parties settled the issue by agreeing to certain language that Supra has not provided and has not documented. Further, Supra's comments in the status section of this issue show Supra's total lack of knowledge on this subject. As stated before, the agreement proposed by BellSouth provides that Supra can utilize EDI. This is the same EDI interface MCImetro uses. CAFÉ is not an EDI interface, but is used by any interexchange carrier to place access service requests for tariffed services. Supra's bad faith in trying to revive an issue that it chose to withdraw is evident, and its lack of knowledge regarding these subject matters is even more evident.

Issue 57: Should BellSouth be required to provide downloads of RSAG, LFACS, PSIMS and PIC databases without license agreements and without charge?

(Arbitrated Portion) Supra again claims that Issue 6 was withdrawn based upon some agreement of the parties. As discussed previously, this is a total fabrication. Issue 6 was withdrawn because it was encompassed in Issue 57. In addition, BellSouth offered to settle the RSAG issue raised in Issue 57 by agreeing to provide RSAG subject to a license agreement. BellSouth has never offered to download LFACS under any circumstances. Supra refused the settlement offer for RSAG and chose to arbitrate the issue. Supra lost the arbitration issue, and now believes that it should be entitled to accept BellSouth's settlement offer. BellSouth has incorporated the Commission's findings in Attachment 7, Section 1.11.1.

(Agreed Portion) Supra agrees with BellSouth

Issue 58: Supra agrees with BellSouth

Issue 59: Should Supra be required to pay for expedited service when BellSouth provides services after the offered expedited date, but prior to BellSouth's standard interval?

Supra did not address this issue in negotiations, nor did it offer any language as an alternative to BellSouth's proposal. BellSouth's language in Attachment 7, Section 3.14.1, was taken directly from the Commission's Order, and Supra's status of this issue indicates that Supra does not understand the issue or the Commission's ruling.

Issue 60: When BellSouth rejects or clarifies a Supra order, should BellSouth be required to identify all errors in the order that caused it to be rejected or clarified?

Supra never raised this issue in negotiations and never provided any alternate language. BellSouth's language in Attachment 7, Section 3.15, was taken from the Commission's Orders and complies with the Commission's findings.

Issue 61: Supra agrees with BellSouth

Issue 62: Supra agrees with BellSouth

Issue 63: Under what circumstances, if any, would BellSouth be permitted to disconnect service to Supra for nonpayment?

It is unclear whether Supra disputes this issue. While it "concedes that perhaps the parties' dispute should be addressed under Issue 11A (above)," it nonetheless claims that this issue is only tentatively closed. Again, Supra did not raise this issue during negotiations, nor has it proposed any language.

Issue 64: Supra appears to agree with BellSouth, although once again Supra has clouded the issue. Moreover, it should be noted that this issue was withdrawn at the issue identification.

Issue 65: Should the parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreement for purposes of this interconnection agreement?

BellSouth removed the language it originally proposed in Section 10 of the General Terms and conditions regarding limitation of liability. Although Supra did not discuss this issue during negotiations, it apparently agrees with BellSouth's proposal. Regardless, it somehow tries to tie this issue to Issue 1, and thus refuses to close the issue where it prevailed in the arbitration. Supra has not proposed alternative language, and in fact agrees with BellSouth's proposal. Once again, Supra is acting in bad faith by refusing to close this issue.

Issue 66: Supra agrees with BellSouth

SUMMARY:

Supra has provided no language at any time during the negotiation of this agreement.

Supra has agreed with BellSouth's resolution of 26 issues and one (1) partial issue.¹

Of these, eleven (11) were voluntarily withdrawn by Supra;² eight (8) were settled by the parties' agreement to language;³ and eight (8) were ordered by the Commission.⁴

Supra has "tentatively agreed" with BellSouth's resolution of 11 issues.⁵

Of these, ten (10) are issues where Supra has requested language modifications to which BellSouth has agreed, and Supra has simply failed to make any effort to confirm that the changes have in fact been made. Supra has stated that one issue, Issue 63, is only tentatively acceptable, though it admits that the real dispute is captured in another issue (namely, Issue 11A).

Supra disagrees or tentatively disagrees with BellSouth's resolution of 34 issues⁶ and one partial issue.

Of these issues, six (6) were withdrawn by Supra voluntarily.⁷ Thus, it is difficult to believe that Supra could raise any disagreement. BellSouth believes that by raising these issues again, Supra is acting in bad faith. Supra is attempting to delay entering into the Agreement by raising issues that have long ago been withdrawn.

Eleven (11)⁸ of these disputed issues (including the previously settled portion of Issue 18) were discussed during negotiations in early July. Surprisingly, five of these issues and the one partial issue were the subject of agreements of the parties and were not ordered by the Commission.⁹ Of these disputed issues that were discussed, Supra agreed with BellSouth that five (5) of them were closed after our discussions.¹⁰ In addition, one issue, Issue 29, which was arbitrated and resulted in an order of the Commission, was acceptable to the extent of the language ordered. Supra's disagreement lies in language that BellSouth proposed to assist Supra, but that Supra refused.

¹ These resolved issues are Issues A, B, 3, 4, 5, 8, 9, 12, 16, 17, 25A, 30, 35, 36, 43, 44, 45, 48, 50, 54, 55, 57 (partially settled), 58, 61, 62, 64, and 66.

² The issues that were withdrawn are A, 8, 25A, 30, 36, 43, 50, 54, 55, 58 and 64.

³ The issues that were settled are 3, 9, 17, 35, 44, 45, 48 and 57 (only partially settled).

⁴ The issues that were ordered are B, 4, 5, 12, 16, 61, 62 and 66.

⁵ These "tentatively" settled issues are Issues 2, 11B, 15, 20, 26, 31, 41, 42, 51, 52 and 63. Of these, six (6) were settled by the parties (Issues 2, 26, 31, 41, 51 and 52), and five (5) were ordered by the Commission (Issues 11B, 15, 20, 42 and 63).

⁶ One of the 34 issues, issue 18, consists of two parts. The settled portion of issue 18 was discussed and closed on July 11, 2002, but is now disputed by Supra. The arbitrated portion of issue 18 was never raised during negotiations.

⁷ Supra withdrew Issues 6, 14, 37, 39, 54, and 56, yet Supra claims that BellSouth has not implemented the issue correctly in the agreement.

⁸ Issues 1, 7, 10, 11A, 13, 25B, 27, 29, 49 and 53 were discussed during negotiations, along with that portion of Issue 18 that the parties settled in October of 2001.

⁹ The parties had agreed to settlement language for Issues 7, 13, 18 (settled portion), 25B, 27 and 53.

¹⁰ Email correspondence between the parties reflects that Issues 13, 18 (settled portion), 25B, 27 and 53 were acceptable and closed.

Such language was not part of the originally filed agreement, was not arbitrated, and is not an obligation on BellSouth's part. BellSouth removed the entire language.

Eighteen (18) issues (including the arbitrated portion of issue 18) and one partial issue that Supra now claims are disputed were never even raised by Supra during the negotiations.¹¹ Instead of focusing on resolution of the issues ordered by the Commission, Supra spent the majority of its time in negotiations rehashing and changing language to which the parties had already agreed in settlement of those issues. If Supra disagreed with the manner in which BellSouth incorporated the Commission's ordered language, it had ample time to raise those issues. However, as the foregoing indicates, Supra did not place any importance on discussion of these issues.

¹¹ These are issues 19, 21, 22, 23, 24, 28, 32A, 32B, 33, 34, 38, 40, 46, 47, 59, 60 and 65. The partial issues are Issues 18 (arbitrated portion) and 57 (arbitrated portion).

White, Nancy

From: Jordan, Parkey
Sent: Thursday, July 18, 2002 5:01 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Mark, again, I have not been at my desk most of the day, so I cannot respond to your numerous emails at the instant they are sent. I see that Greg has already sent you the correct file. He made an honest mistake in sending the wrong agreement to you, and for that we apologize. However, your accusations of "game playing" are both unwarranted and tiresome. While I do not recall having any conversations with you regarding an electronic version of the 1997 AT&T agreement, I do not wish to engage in a string of emails over what was or was not said.

I trust you now have what you need. I will be out of the office on Friday and Monday (July 19 and 22) and will not have access to my email. Should you need anything further, please send me an email and give me a sufficient opportunity to respond in light of the foregoing information.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

-----Original Message-----

From: Buechele, Mark [<mailto:Mark.Buechele@stis.com>]
Sent: Thursday, July 18, 2002 3:21 PM
To: 'Jordan, Parkey'
Cc: 'Follensbee, Greg'; Nilson, Dave; Buechele, Mark
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

I am still waiting.....

Would you at least please give me the courtesy of a response.

MEB.

-----Original Message-----

From: Buechele, Mark
Sent: Thursday, July 18, 2002 1:09 PM
To: 'Jordan, Parkey'
Cc: 'Follensbee, Greg'; Nilson, Dave; Buechele, Mark
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

The games never seem to end! Do they?

I just received an e-mail from Greg Follensbee in which he encloses an electronic version of the June 10, 1997 interconnection agreement between BellSouth and AT&T. As you may recall, I had asked you for a copy of this document back in the summer of 2000, but you refused claiming that the document did not exist. Although, it is nice to know now the document really did exist (and that you were simply negotiating in bad faith), this is still not the document which I have been requesting since Monday.

Exhibit B

010568

You know what I want, i.e. an electronic copy of the interconnection agreement BellSouth filed with the FPSC on Monday (July 15th). Either provide me with a copy, or openly state that you refuse to do so. However, please don't continue playing these stupid games.

MEB.

-----Original Message-----

From: Buechele, Mark
Sent: Thursday, July 18, 2002 10:10 AM
To: 'Jordan, Parkey'
Cc: 'Follensbee, Greg'; Nilson, Dave; Buechele, Mark
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

I will also note that last Friday when we spoke at length, I questioned you and Greg as to whether or not BellSouth was going to unilaterally file an agreement without at least providing me a electronic copy for comparison. At which point you stated that of course you would provide me the electronic version. When it became apparent on Monday that BellSouth was taking the instant bad faith approach to this problem and unilaterally filing an agreement, I sent you my first e-mail requesting an electronic copy. Obviously, BellSouth does not wish to make it easy for me to compare the changes made to the document filed.

MEB.

-----Original Message-----

From: Buechele, Mark
Sent: Thursday, July 18, 2002 9:48 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

As we all know, there are deadlines in responding to the ridiculous motion filed by BellSouth on Monday. I trust the tacticians at BellSouth will send me a copy sometime soon. After all, you are starting to run out of excuses.

MEB.

-----Original Message-----

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Thursday, July 18, 2002 9:15 AM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Your accusations are unsupportable. We received a request from you and we complied. I apologize that we cannot anticipate your desires, but perhaps we would not have these misunderstandings if you would clearly explain what you want. As soon as Greg has an opportunity, he can send you the files.

010569

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

-----Original Message-----

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Wednesday, July 17, 2002 6:26 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

Unfortunately, the sad reality is that in dealing with BellSouth, every word must be carefully measured or else BellSouth will take advantage of the slightest ambiguity (which often becomes twisted and distorted), in order to stall, delay, and otherwise provide the requesting party with nothing.

Parkey, I obviously want to electronically compare the document BellSouth filed with the FPSC on Monday, with the template filed by BellSouth in September 2000. In this way I can verify what changes were made without relying upon BellSouth's representations (which are often incorrect) or going blind trying to match up changes. Moreover, I do not want to have to spend an inordinate amount of time making these comparisons manually.

Your response today ignores the fact that BellSouth could have easily inserted new language elsewhere the proposed agreement which has never even been seen or discussed before (this of course, would not be a first for BellSouth). You are obviously aware of the fact that I wish to compare the documents electronically, and that such a comparison is highly impractical (and literally impossible on short notice) with either a paper copy or a PDF version. Hence the gamesmanship being displayed by you and Greg Follensbee.

I will also note that this is not the first time that BellSouth has refused to provide an electronic copy of an Interconnection Agreement. As you may recall, for tactical reasons, you refused to provide me a copy of the ATT/BellSouth agreement when we were negotiating back in the summer of 2000 (some things never change).

My prior requests assumed professional courtesy by you and BellSouth in assisting me to deal with certain representations being made by BellSouth to the FPSC. Given the fact that BellSouth unilaterally filed its proposed Interconnection Agreement without first allowing me to review the same, I should not be surprised that BellSouth is merely playing hardball and using abusive litigation tactics. If such tactics continue, I promise to make mention of your behavior in this regard to the FPSC.

MEB.

-----Original Message-----

010570

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Wednesday, July 17, 2002 6:02 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Mark, I apologize for not seeing your messages earlier, but you must understand that we are not sitting at our computers waiting for messages from you. Both Greg and I have been away from our desks all day (and Greg is still away at a Supra hearing). First, you asked for what we filed with the PSC. Greg provided you what we filed at the PSC. We gave you exactly what you requested and have no reason to think you wanted anything different. Second, the changes made to the filed agreement are the changes that you and BellSouth discussed over the last week or so. You should have notes regarding those changes, as we agreed to both wording and location. Therefore, you CAN review the document we filed with the PSC - the one Greg sent you yesterday - to determine whether we made the changes to which the parties agreed. All of the changes to which the parties agreed are also set out in my emails to you.

When you say you want the same version we sent you in June, I assume you still have that version. I suppose you are now requesting that we email you the individual attachments as they were modified, converted to a PDF file and filed with the PSC. Your accusation that we are game playing is unfounded, considering we thought we were complying with your request. I do not have the document in any other format, and as I said, Greg is out today. When he returns to his office, he can send you what you want. Please confirm that my above assumption is now correct.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

-----Original Message-----

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Wednesday, July 17, 2002 12:08 PM
To: Jordan, Parkey
Cc: 'Follensbee, Greg'; Nilson, Dave
Subject: FW: Supra Agreement for Filing July 15, 2002

Parkey:
I am still waiting..... for at least a response.
MEB.

-----Original Message-----

From: Buechele, Mark
Sent: Wednesday, July 17, 2002 10:12 AM
To: 'Follensbee, Greg'; Buechele, Mark
Cc: Jordan, Parkey; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

010571

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.....

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White, Nancy

From: Jordan, Parkey
Sent: Tuesday, July 16, 2002 2:07 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; 'Nilson, Dave'
Subject: RE: BellSouth Interconnection

Greg is going to send you a copy of what we filed. I think he has been away from his computer this morning, but he will send it as soon as he has a minute.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

-----Original Message-----

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Tuesday, July 16, 2002 10:29 AM
To: 'Jordan, Parkey'
Cc: Follensbee, Greg; Nilson, Dave
Subject: FW: BellSouth Interconnection Agreement

Parkey,

Just following up on my e-mail of yesterday (attached below) and telephone message of this morning. Will BellSouth provide me an electronic copy of the Interconnection Agreement filed yesterday with the Florida Public Service Commission?

-----Original Message-----

From: Buechele, Mark
Sent: Monday, July 15, 2002 5:01 PM
To: 'Jordan, Parkey'
Cc: Follensbee, Greg; Nilson, Dave
Subject: BellSouth Interconnection Agreement

Parkey,

As a courtesy, would you or Greg Follensbee, please e-mail to me the Interconnection Agreement which purportedly was unilaterally filed by BellSouth with the Florida Public Service Commission today.

MEB.

7/18/02

010574