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October 22, 2002

Mrs. Blanca Bayo, Director  
Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 323099-0850

021069-TP

**RE: Approval of Adoption of Language to Serve as Amendment to the Parties' Existing Interconnection Agreement Pursuant to Sections 252(i) and 252(e)(1)**

Dear Mrs. Bayo:

Pursuant to Section 252(i) of the Telecommunications Act of 1996, Supra hereby requests to adopt the provisions identified herein as contained in the BellSouth Telecommunications, Inc. and NuVox Communications, Inc. (f/k/a Trivergent Communications, Inc.), interconnection agreement for the state of Florida, dated June 30, 2000. The parties' initial interconnection agreement was filed in FPSC Docket No. 001305-TP

Pursuant to Section 252(e)(1) of the Telecommunications Act of 1996, the Commission is charged with approving or rejecting this adoption to the parties' initial interconnection agreement.

I have enclosed a copy of this letter, please mark it to indicate that the original was filed, and thereupon return to me.

Sincerely,

Brian Chaiken  
General Counsel

Enclosures

DOCUMENT NUMBER-DATE  
11498 OCT 22 02  
FPSC-COMMISSION CLERK

## CERTIFICATE OF SERVICE

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was served via Hand Delivery, Federal Express Mail and/or Facsimile this 22<sup>nd</sup> day of October, 2002 to the following:

Beth Keating  
Counsel  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

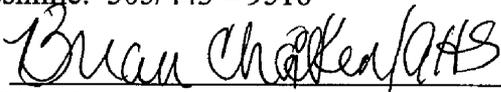
Nancy B. White  
James Meza III  
c/o Nancy Sims  
150 South Monroe Street, Suite 400  
Tallahassee, FL 32301

SUPRA TELECOMMUNICATIONS &  
INFORMATION SYSTEMS, INC.

2620 S.W. 27<sup>th</sup> Avenue  
Miami, Florida 33133

Telephone: 305/476 - 4228

Facsimile: 305/443 - 9516

By:   
BRIAN CHAIKEN, ESQ.

**ADOPTION AGREEMENT BETWEEN  
SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.**

This Adoption Agreement ("Adoption Agreement"), which became effective, pursuant to Section 5 of the General Terms and Conditions of the Supra/BellSouth interconnection agreement ("Interconnection Agreement"), as of October 11, 2002 (the "Effective Date"), is entered into by and between Supra Telecommunications and Information Systems, Inc. ("Supra"), a Florida corporation, having an office at 2620 SW 27<sup>th</sup> Avenue, Miami, Florida 33133, on behalf of itself and its successors and assigns, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "1996 Act") was signed into law on February 8, 1996; and

**WHEREAS**, Section 252(i) of the 1996 Act requires that a local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this Section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement; and

**WHEREAS**, Section 51.809 of Title 47 of the Code of Federal Regulations sets forth the Federal Communications Commission's ("FCC") rule governing the availability of provisions of agreements to other telecommunications carriers under Section 252(i) of the 1996 Act; and

**WHEREAS**, the U.S. Supreme Court, in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366, 395 (1999), upheld the validity of the FCC's requirement that an incumbent LEC can require a requesting carrier to accept all terms that it can prove are "legitimately related" to the desired term; and

**WHEREAS**, Supra has requested, pursuant to Section 252(i) of the 1996 Act and Section 51.809 of Title 47 of the Code of Federal Regulations, that BellSouth make available certain provisions, as identified herein, from approved agreements;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Adoption Agreement, Supra and BellSouth hereby agree as follows:

1. The term of this Adoption Agreement shall be from the Effective Date as set forth herein and shall expire as set forth in the General Terms and Conditions of the Interconnection Agreement as approved pursuant to 252(e) of the 1996 Act.
2. Supra and BellSouth shall strike Section 15 of Attachment 6 of the Interconnection Agreement in its entirety and replace it with the following language:

**15. Billing Disputes**

15.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear, provided however that failure to raise a billing dispute within 60 days of the bill date shall not operate to waive such dispute. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

15.1.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.

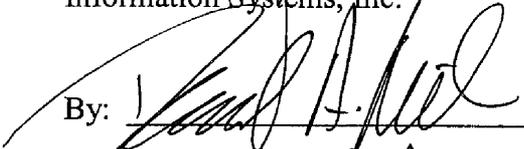
15.1.3 If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

15.1.4 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, or within such other time as the parties may agree, either Party may file a complaint with the Commission or with a court of competent jurisdiction. The parties will comply with decisions of the court of Commission, subject to the appropriate rights to appeal.

15.2 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes a charge and does pay such charge by the payment due date, that Party will be entitled to a credit with interest if the dispute is resolved in favor of that Party. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Adoption Agreement to be executed by their respective duly authorized representatives on the date indicated below.

Supra Telecommunications and  
Information Systems, Inc.

By: 

Name: DAVID A. NILSON

Title: VP-TECHNOLOGY

Date: 10/21/2002

BellSouth Telecommunications, Inc.

By: Greg follensbee \*

Name: (By supra Telecom)

Title: Senior Director  
Interconnection Services

Date: 10/21/2002

\* This adoption is being executed by supra Telecom on behalf of BellSouth Telecommunications, Inc. under the authority of section 5.2 of the General Terms & Conditions. In particular BellSouth has failed to respond within 30 days of the initial request or otherwise object to the amendment.