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October 25, 2002

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

**RE: Docket No. 021069-TP: Supra's Request for Approval of  
Adoption Agreement**

Dear Ms. Bayo:

On behalf of BellSouth Telecommunications, Inc. ("BellSouth"), I am writing in response to Supra Telecommunications and Information Systems, Inc.'s ("Supra") October 22, 2002, unilateral request that the Florida Public Service Commission ("Commission") approve Supra's proposed Adoption Agreement, wherein Supra is attempting to adopt and bootstrap resale billing dispute provisions from the NuVox agreement into the Supra/BellSouth agreement.<sup>1</sup> BellSouth opposes Supra's request for the following reasons.

First, BellSouth has not agreed to execute the Adoption Agreement. In fact, to give the filing a semblance of legitimacy, Supra forged the signature of Mr. Follensbee in the proposed Adoption Agreement. Supra's attempt to unilaterally amend the interconnection agreement by forging BellSouth's signature is a violation of Sections 24.7.1 and 5.2 of the interconnection agreement's General Terms and Conditions. Accordingly, there is no agreement between the parties to execute an Adoption Agreement, and the proposed agreement is of no force and effect.

Second, pursuant to Section 5.2 of the General Terms and Conditions, BellSouth disputes Supra's ability to adopt the selected provisions. BellSouth's obligations regarding adoptions, as set forth in Section 5 of the General Terms and Conditions and as provided under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), is to make available to Supra any interconnection, service, or network element provided to another carrier in a filed and approved

<sup>1</sup> Although the NuVox dispute provisions apply only to resale bills, Supra is attempting to expand the application of those provisions to all of its bills with BellSouth.

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interconnection agreement. Supra's request to adopt different billing dispute language does not fall within this obligation. Thus, the identified language is not available for adoption under the interconnection agreement or the Act.

Third, the Commission should not be swindled by Supra's Adoption Agreement. If history is an indicator of future action, Supra will attempt to use this inapplicable contract language in order to continue its pattern of nonpayment.<sup>2</sup> Indeed, Supra's attempt to replace Section 15 of Attachment 6 is a blatant attempt to circumvent the Commission's decision in Order No. PSC-02-0413-FOF-TP ("Final Order"). The Commission, in the Final Order, expressly set forth the requirements for resolving billing disputes, and held that BellSouth could disconnect Supra for the failure to pay undisputed amounts. Specifically, the Commission found:

We believe an ILEC's ability to receive timely payment for undisputed charges is important. We recognized as much when addressing the BellSouth/WorldCom arbitration in Docket No. 000659, where we stated:

BellSouth must be able to deny service in order to obtain payment for services rendered and/or prevent additional past due charges from accruing. It would not be a reasonable business practice for BellSouth to operate "on faith" that an ALEC will pay its bills. Indeed, a business could not remain viable if it were obligated to continue providing services to customers who refuse to pay lawful charges.

Final Order at 54.

While BellSouth believes that, even with the adoption of the proposed new resale billing dispute language, BellSouth has the right to disconnect Supra for nonpayment, it is not in the public interest for Supra to adopt language that Supra may attempt to improperly use to advance meritless claims. This piece-meal adoption strategy<sup>3</sup> is not authorized by the Act, eviscerates the arbitration process, and is contrary to the public interest.

For all of these reasons, BellSouth respectfully requests that the Commission reject Supra's proposed Adoption Agreement.


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<sup>2</sup> Certainly, the proposed resale billing dispute provisions cannot be used as a basis for nonpayment or to obviate BellSouth's right to disconnect.

<sup>3</sup> Over the last several weeks, Supra has requested to adopt provisions on at least four different occasions and from at least three different agreements.

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

Sincerely,

  
Nancy B. White (KA)

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

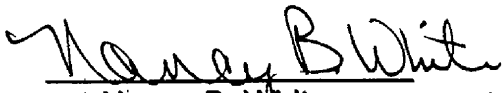
**CERTIFICATE OF SERVICE**  
**Docket No. 021069-TP**

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

Federal Express or Hand Delivery\* this 25th day of October, 2002 to the following:

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Nancy B. White      CLAV