

JAMES MEZA III  
Attorney  
BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(404) 335-0769

July 15, 2004

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

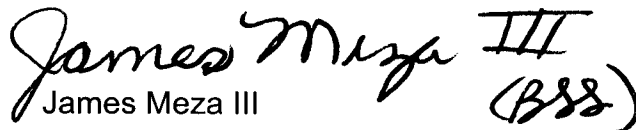
**Re: 040611-TP Approval of Amendment to the Interconnection  
Agreement between IDS Telcom, LLC and BellSouth  
Telecommunications, Inc.**

Dear Ms. Bayó:

Enclosed is BellSouth Telecommunications, Inc.'s Opposition to Request for Approval of Amendment to Interconnection Agreement, which we ask that you file in the captioned docket.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

  
James Meza III (BSS)

Enclosures

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

**CERTIFICATE OF SERVICE  
DOCKET NO. 040611-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U.S. Mail this 15th day of July, 2004 to the following:

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

IDS Telcom LLC  
Mr. Angel Leiro  
1525 N.W. 167<sup>th</sup> Street  
Suite 200  
Miami, FL 33169-5131  
Tel. No. (305) 612-4311  
Fax. No. (305) 612-3027  
[aleiro@idstelcom.com](mailto:aleiro@idstelcom.com)

  
James Meza III (BSS)

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Approval of Amendment to the ) Docket No.: 040611-TP  
Interconnection Agreement between IDS )  
Telcom, LLC and BellSouth )  
Telecommunications, Inc. )  
\_\_\_\_\_ ) Filed: July 15, 2004

**BELLSOUTH TELECOMMUNICATION, INC.'S OPPOSITION  
TO REQUEST FOR APPROVAL OF AMENDMENT  
TO INTERCONNECTION AGREEMENT**

BellSouth Telecommunications, Inc. ("BellSouth") files this Opposition to IDS Telcom, LLC's ("IDS") request for the approval of an amendment to the current Interconnection Agreement between IDS and BellSouth. As will be established below, the Florida Public Service Commission ("Commission") should immediately dismiss IDS's request and sanction IDS because (1) BellSouth does not consent and did not execute the Amendment; (2) IDS's unilateral filing is prohibited by the Agreement; (3) IDS is attempting to "adopt-away" its deposit obligations in violation of Section 251 of the Telecommunications Act ("Act") by seeking to adopt the "deposit provisions" of an agreement that is devoid of any deposit language; (4) IDS's adoption request violates the Act because it does not involve the adoption of an "interconnection, service, or network element" from another agreement; and (5) the Commission has already rejected an almost identical adoption request by another carrier in Order No. PSC-03-0249-PAA-TP. Because of the egregious nature of IDS's filing and the fact that BellSouth vehemently opposes IDS's proposed amendment, BellSouth requests that the Commission hold an evidentiary hearing on whether the Commission should

approve IDS's adoption request. In support of this Opposition, BellSouth states the following:

1. On June 25, 2004, IDS unilaterally submitted for approval to the Commission an amendment to the parties' current Interconnection Agreement ("Amendment"). The sole purpose of the Amendment is to delete IDS's deposit obligations under the current agreement. Indeed, although IDS states in the whereas clause of the Amendment that, "for the State of Florida, IDS seeks to adopt the deposit provisions/requirements of the BellSouth/Supra Agreement . . .," in reality, IDS is attempting to strip away valid, enforceable contractual obligations under the guise of a 252 adoption request by deleting whole provisions of the Interconnection Agreement and replacing them with nothing. The Commission should deny IDS's request for the following reasons:

2. First, BellSouth has **never agreed** to the Amendment and has **never executed** the Amendment. In fact, BellSouth has specifically rejected IDS's previous attempts to adopt-away its deposit obligations via an amendment. See Correspondence between IDS and BellSouth, collectively attached hereto as Exhibit A. IDS conceded this fact in Docket No. 0404880-TP in its Response and Counterclaim to BellSouth's Complaint to Enforce Deposit Obligations ("Deposit Complaint") as it affirmatively pled therein that BellSouth violated Section 252(i) of the Act by refusing to agree to allow IDS to adopt the "deposit language" from the Supra Agreement – an agreement that is devoid of deposit language. Notwithstanding this admission, IDS subsequently filed the instant pleading and signed it "on behalf of BellSouth" even though (1) the signature is a forgery; (2)

IDS knew that BellSouth did not consent to the Amendment; and (3) IDS acknowledged and used the fact BellSouth did not agree to the Amendment as a defense in the Deposit Complaint. Accordingly, on its face, IDS's Amendment is devoid of any factual or legal support and constitutes a frivolous filing that should be immediately dismissed.

3. Second, IDS's attempt to unilaterally amend the Interconnection Agreement by forging BellSouth's signature is a violation of Section 14 of the General Terms and Conditions of the Agreement. This provision governs modifications and expressly states that "[n]o modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties." See Section 14.2, General Terms and Conditions.

4. As stated above, BellSouth never signed the Adoption request and IDS did not have BellSouth's consent or authority to execute the Amendment on BellSouth's behalf. Accordingly, there is no agreement between the parties regarding the proposed Amendment and therefore it is of no force and effect. For this additional reason, the Commission should deny and dismiss IDS's adoption request.

5. Further, to the extent IDS believes that it has made a valid adoption request pursuant to the terms of the parties Interconnection Agreement and that BellSouth has wrongfully rejected such request in violation of the terms of such Agreement, the Interconnection Agreement itself provides a remedy. Pursuant to Section 10 of the General Terms and Conditions of the Interconnection

Agreement, the exclusive remedy for the resolution of disputes relating to the Interconnection Agreement is to file for dispute resolution with this Commission. IDS is attempting to avoid this mandated dispute resolution procedure by filing for unilateral approval of the forged Amendment.

6. Third, IDS has no right under the Act to unilaterally delete provisions in the Agreement previously agreed to by IDS. Section 252(i) of the Act provides:

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.

47 U.S.C. § 252(i). Accordingly, BellSouth must make available “any interconnection, service, or network element provided under an agreement” to IDS. Here, IDS wants to adopt the “deposit provisions/requirements” of the Supra Interconnection Agreement – provisions that do not exist – under the guise of Section 252(i). Accordingly, even if permissible (which it is not), IDS’s Amendment is prohibited because IDS is adopting nothing. Rather, as stated above, IDS is attempting to use Section 252(i) to adopt the absence of language by deleting previously agreed to and now unwanted language in its Agreement. Clearly, this is not permissible under the Act.

7. Fourth, even if IDS was attempting to adopt the deposit provisions from another carrier’s agreement, such a request is not authorized under the Act. As stated above, 47 U.S.C. § 252(i) requires BellSouth to “make available any **interconnection, service, or network element** provided under an agreement

approved under this section . . . .” (emphasis added). Network elements are defined in 47 U.S.C. § 3 to mean a “facility or equipment used in the provision of a telecommunications service.” Although the term “service” is not specifically defined in the Telecommunications Act, various terms have “service” included within other terms. Each of these terms, such as “telecommunications service” and “telephone exchange service” refer to offering telecommunications directly to the public, via some sort of telecommunications equipment. The term “service” would also include resale of telecommunications services, collocation, number portability, access to rights of way and other such obligations set forth in 47 U.S.C § 251, as well as other services BellSouth makes available under the interconnection agreement (e.g. the DUF services).

8. While the Act does require BellSouth to offer requesting carriers the availability to adopt agreements it has with other carriers, this obligation is limited to the words of the statute: “interconnection, service, or network element.” The obligations regarding deposits are general provisions and obligations that do not meet the requirements of Section 252(i) and thus are not adoptable pursuant to the Act.

9. IDS will argue that the FCC has provided direction to the parties through its Order In The Matter of Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1), FCC Order No. 02-276 (WC Docket No. 02-89). IDS’ reliance on this Order is misguided as the FCC addressed the responsibilities of an ILEC in regards to

when the content of a contract between an ILEC and a requesting carrier requires that contract to be filed with the state commission for approval. The FCC stated that “an agreement that creates an ongoing obligation pertaining to resale, number portability, dialing parity, access to rights of way, reciprocal compensation, interconnection, unbundled network elements, or collocations is an interconnection agreement that must be filed pursuant to 252(a)(1).” The Qwest order did not address the requirements of an adoption pursuant to 47 U.S.C. §252(i).

10. Moreover, the FCC recently clarified that a carrier, under Section 252(i), cannot “pick-and-choose” provisions from another carrier’s agreement. Instead, the FCC held that carriers must adopt the entirety of another carrier’s contract under Section 252(i). Specifically, in In re: Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Second Report and Order, CC Docket No. 01-338, FCC 04-164 (rel. Jul. 13, 2004), the FCC “eliminate[d] the pick-and-choose rule and replace[d] it with an all-or-nothing rule. Under the all-or-nothing rule . . . , a requesting carrier may only adopt an effective interconnection agreement in its entirety, taking all rates, terms, and conditions of the adopted agreement.” See FCC 04-164 at ¶ 10.

11. Thus, even if IDS was attempting to adopt actual deposit obligations from another agreement instead of the absence of deposit language, said adoption attempt would be impermissible because the pick-and-choose rule has now been eliminated by the FCC.



12. Fifth, this Commission has previously denied another carrier's attempt to adopt similar-type language. In Docket No. 021069-TP, Supra attempted to adopt the billing dispute language from another carrier's agreement under Section 252(i). BellSouth raised similar arguments opposing Supra's adoption request as it has raised herein. In Order No. PSC-03-0249-PAA-TP, the Commission denied Supra's request, stating: "After allowing both parties the opportunity to argue the merits of Supra's request and fully respond to our questions, we find that it is appropriate to deny Supra's Request for Approval of an Adoption of Language to Serve as Amendment to its Interconnection Agreement with BellSouth Telecommunications, Inc. pursuant to Section 252(i) and 252(e)(1) of the Telecommunications Act of 1996."<sup>1</sup> The Commission should reach the same conclusion regarding IDS's attempt to unilaterally and impermissibly amend its Interconnection Agreement.

13. Finally, because BellSouth opposes IDS's Amendment, BellSouth moves for a hearing to resolve IDS's Amendment request. Amendments are generally approved by the Commission on an administrative basis within 90 days of submission by the parties. This procedure, however, is inapplicable when both parties do not consent to the Amendment, as is the case here. Accordingly, BellSouth requests that the Commission hold an evidentiary hearing or at least treat IDS's adoption request in the same manner it treated Supra's adoption request in Docket No. 021069-TP wherein the Commission issued a Preliminary Agency Action ("PAA") regarding Supra's request. In light of the fundamental

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<sup>1</sup> Supra protested this Order but subsequently withdraw its protest. Accordingly, Order No. PSC-03-0249-PAA-TP is a final, enforceable order.

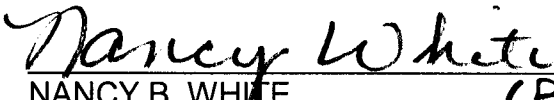
legal, factual, and policy deficiencies in IDS's filing, the Commission should remove IDS's request from the administrative approval track and require a hearing.


**CONCLUSION**

For the foregoing reasons, BellSouth requests that the Commission dismiss IDS's request for approval of the Amendment and sanction IDS for filing a frivolous pleading devoid of any factual or legal basis in support. In addition and at a minimum, BellSouth requests a hearing to resolve IDS's Amendment request.

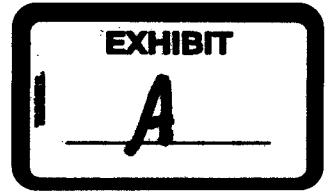
Respectfully submitted this 15<sup>th</sup> day of July, 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.

  
NANCY B. WHITE (B/S)  
c/o Nancy Sims  
150 South Monroe Street, Suite 400  
Tallahassee, Florida 32301  
(305) 347-5558

  
R. DOUGLAS LACKEY (B/S)  
JAMES MEZA III  
675 W. Peachtree Street  
Suite 4300  
Atlanta, Georgia 30375  
(404) 335-0769

544175



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

From: Angel Leiro [mailto:aleiro@IDSTELCOM.com]  
Sent: Wednesday, December 31, 2003 3:28 PM  
To: Romano, Martha  
Subject: FW: Request for Amendment of ICA dated 2/5/03 btwn IDS and BellSouth

Resend. Not sure if the first one got through.

Happy New Year!

Regards.

Angel

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

From: Angel Leiro  
Sent: Wednesday, December 31, 2003 3:20 PM  
To: 'martha.romano@bellsouth.com'  
Subject: Request for Amendment of ICA dated 2/5/03 btwn IDS and BellSouth

Martha:

IDS would like to adopt: (1) the dispute resolution provisions; and (2) deposit requirement provisions; between BellSouth and Supra Telecommunications & Information Systems, Inc. (arising out of an Interconnection Agreements dated July 15, 2002). As I understand it, the current dispute resolution provisions between Supra and BellSouth can be found in an Amendment between Supra and BellSouth dated August 20, 2002, and which was filed with the Florida Public Service Commission on August 21, 2002 in FPSC Docket No. 001305-TP.

Please let me when you can have a proposed amendment available. Alternatively, IDS would be happy to prepare the adoption agreement.

If you have any questions or comments, please feel free to contact me.

Regards,

Angel M. Leiro  
V-P Regulatory Affairs  
IDS Telcom, LLC.  
Tel: (305) 612-4311  
Fax: (305) 612-3027  
aleiro@idstelcom.com

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**BellSouth Interconnection Services**

675 West Peachtree Street  
Room 34S91  
Atlanta, Georgia 30375

Martha Romano  
404.927.7507  
FAX: 404 529-7839

**Sent Via Electronic Mail**

February 11, 2004

Mr. Angel Leiro  
V-P Regulatory Affairs  
IDS Telcom, L.L.C.  
1525 N.W. 167th Street  
Miami, Florida 33169

Dear Angel:

This is in response to your electronic mail message dated December 31, 2003 to request adoption of the Supra Telecommunications & Information Systems, Inc. (Supra) dispute resolutions provisions as amended by the Parties August 20, 2002 as well as Supra's deposit requirement provisions

BellSouth declines IDS Telcom's request to adopt Supra's dispute resolution provisions and deposit requirement provisions for the following reasons:

- Supra's dispute resolution provisions were adopted from AT&T Communications of the Southern States, Inc., Florida Agreement and a Party may not amend an agreement to incorporate provisions or terms, conditions and rates that have been adopted into another agreement.
- Adoptions pursuant to 47 USC § 252(i) are limited network elements, services, and interconnection rates terms and conditions and do not apply to other aspects of the Interconnection Agreement. 47 USC § 252(i) only requires an ILEC to make available "any interconnection, service or network element" under the same terms and conditions as the original Interconnection Agreement.
- Network elements are defined in 47 USC § 3 to mean a "facility or equipment used in the provision of a telecommunications service."
- Additionally, although the term "service" is not specifically defined in 47 USC various terms have "service" included within other terms. Each of these terms, such as telecommunication service and telephone exchange service, refer to offering telecommunications directly to the public, via some sort of telecommunications equipment. This term would also include resale, collocation, number portability, access to rights of way and other obligations set forth in 47 USC § 251, as well as other services BellSouth makes available under the interconnection agreement.

Should you have any questions, I may be reached at 404-927-7507.

Sincerely,  
Martha Romano  
Manager, Interconnection Services

February 16, 2004

**Via E-Mail & Federal Express**

Ms. Martha Romano  
Manager, Interconnection Services  
BellSouth Telecommunications, Inc.  
675 West Peachtree Street  
Room 34S91  
Atlanta, GA 30375

Re: **Interconnection Adoption Amendments**

Dear Martha:

This letter is in response to your letter of February 11, 2004 in which you state that BellSouth declines IDS' request to adopt: (a) the dispute resolution provisions given to Supra Telecom in an Amendment; and (b) the deposit requirements provided to Supra Telecom. This letter is also a formal request by IDS to adopt those provisions of the Supra Telecom agreement relating to unbundled Tandem Switching (including any melded tandem switching).

With respect to the prior adoption requests, your first concern in your letter of February 11, 2004 is that IDS is seeking dispute resolution provisions that Supra adopted from an agreement between AT&T Communications of the Southern States, Inc. and BellSouth ("AT&T/BellSouth Agreement"). You state that BellSouth will not allow the adoption of language adopted by another CLEC. Just so that we are clear, please give IDS the same amendment provided to Supra; i.e. the language originally found in the AT&T /BellSouth Agreement. If you wish, IDS will draft this proposed Amendment.

Your second, third and fourth concerns involve the definition of "interconnection, services, or network elements" which may be adopted by a CLEC. These same terms are used in both Sections 252(a)(1) and 252(i). Section 252(a)(1) of the Telecom Act states in pertinent part as follows:

**"Upon receiving a request for interconnection, services, or network elements pursuant to section 251 of this title, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier . . . The agreement . . . shall be submitted to the State commission . . ."**

Ms. Martha Romano  
Manager, Interconnection Services  
BellSouth Telecommunications, Inc.  
February 16, 2004  
Page 2 of 3

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Using similar language, Section 252(i) deals with adoptions and states in pertinent part as follows:

**"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 . . ."**

In The Matter of Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1), FCC Order No. 02-276 (WC Docket No. 02-89), the FCC discussed the types of provisions and agreements which fall under the definition of **"interconnection, services or network elements"** which need to be filed with state commissions. In particular, the FCC stated that provisions relating to: **"business relationships and business-to-business administrative procedures (e.g. escalation clauses, dispute resolution provisions, arrangements regarding the mechanics of provisioning and billing, arrangements for contacts between the parties, and non-binding service quality or performance standards),"** are agreements for **"interconnection, services, or network elements"** which must be filed with state commissions under Section 252(a)(1).

Given that Section 252(i) requires BellSouth to make available to IDS any **"interconnection, services or network elements"** made available to other CLECs, under FCC Order No. 02-276, IDS should be allowed to adopt any provision found in another CLEC interconnection agreement which deals with: **"business relationships and business-to-business administrative procedures (e.g. escalation clauses, dispute resolution provisions, arrangements regarding the mechanics of provisioning and billing, arrangements for contacts between the parties, and non-binding service quality or performance standards)."**

It is my understanding that BellSouth allowed Supra Telecom to adopt the dispute resolution provisions of the AT&T/BellSouth Agreement, under the authority of FCC Order No. 02-276. IDS wants nondiscriminatory treatment, and in particular the same treatment which BellSouth gave Supra Telecom; i.e. the ability to adopt provisions dealing with: **"business relationships and business-to-business administrative"** as discussed in FCC Order No. 02-276.

The deposit provisions found in the Supra Telecom agreement clearly deal with **"business relationships and business-to-business administrative procedures."** Therefore under FCC Order No. 02-276, IDS should be allowed to adopt such provisions.

Ms. Martha Romano  
Manager, Interconnection Services  
BellSouth Telecommunications, Inc.  
February 16, 2004  
Page 3 of 3

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Given the fact that deposit requirements (just like dispute resolution provisions) can be cleanly separated from the other terms and conditions, we believe any Amendment need only deal with the deposit requirement. Nevertheless, if you believe that other language must follow, then advise me of what additional language may be required in the Amendment and BellSouth's reasons for including any such additional language. If you wish, I would be happy to draft the proposed Amendment.

Finally, let this letter also serve as IDS' formal request to adopt the terms and rates for the Tandem Switching UNE, which is found in Sections 6.6 and 6.7 of Attachment 2 of the Supra Telecom agreement. These sections should replace Section 4.3 of Attachment 2 of IDS' current agreement. If you wish, I would be happy to propose a draft Amendment on this issue.

If you need a copy of any of the documents referenced above, or if you have any questions, please do not hesitate to contact me directly.

Thank you for your assistance in this regard.

Sincerely,

Angel Leiro  
V-P Regulatory Affairs

Cc: File

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**BellSouth Interconnection Services**

675 W. Peachtree Street  
Room 34S91  
Atlanta, Georgia 30375

Martha Romano  
404.927.7507  
FAX: 404 529-7839

**Sent Via Electronic Mail**

March 11, 2004

Mr. Angel Leiro  
V-P Regulatory Affairs  
IDS Telcom, L.L.C.  
1525 N.W. 167th Street  
Miami, Florida 33169

Dear Angel:

This is in response to your letter dated February 16, 2004 regarding BellSouth's letter of February 11, 2004 responding to IDS Telecom, L.L.C.'s request to adopt the Supra Telecommunications & Information Systems, Inc. (Supra) dispute resolutions provisions as amended by the Parties August 20, 2002 as well as Supra's deposit requirement provisions

BellSouth's disagrees with IDS Telcom's interpretation of FCC Order No. 02-276, in The Matter of Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangement under Section 252(a)(1). In this Order the FCC addresses the responsibilities of an ILEC in filing an interconnection agreement and the content of said agreement with the appropriate Commission as:

"an agreement that creates an ongoing obligation pertaining to resale, number portability, dialing parity, access to rights-of-way, reciprocal compensation, interconnection, unbundled network elements, or collocations is an interconnection agreement that must be filed pursuant to 252(a)(1)."

The Order did not address the requirements of an adoption pursuant to 252(i). Further, BellSouth has never claimed that it has allowed Supra or any other carrier to adopt any provision "under the authority of FCC Order No. 02-276," as your letter claims. Therefore, BellSouth again declines IDS Telcom's request to adopt Supra's dispute resolutions provision and deposit requirement provisions as indicated in BellSouth's letter to IDS Telcom dated February 11, 2004.

In addition, you have requested to adopt the Supra tandem switching language, including melded tandem switching rate language. As you well know, Supra's agreement does not include melded tandem switching rate language. IDS Telcom may only adopt that tandem switching language that replaces language in the IDS agreement. Thus, IDS Telcom would retain its melded tandem switching language in its current agreement. Further, BellSouth retains all rights regarding the D.C. Circuit Courts vacature of the TRO to the extent it addresses unbundled switching.

BellSouth shall make available to IDS Telcom as stated in 252(i) "the same terms and conditions as provided in the [Supra] agreement." Therefore, the absence of terms and conditions in an agreement are not available for adoption.

Should you have any questions, I may be reached at 404-927-7507.

Sincerely,  
Martha Romano  
Manager, Interconnection Services



From: Angel Leiro  
Sent: Thursday, April 22, 2004 3:58 PM  
To: 'Romano, Martha'  
Subject: RE: Response to - Request for Amendment of ICA dated 2/5/03 btwn IDS and BellSouth

Martha:

As a follow-up and alternative to some of the prior IDS' adoption requests ( as indicated below) that have been denied, and in an attempt to determine what BellSouth will allow IDS to adopt, please respond to the following inquiry. Will BellSouth allow IDS to adopt the entire billing section of the Supra Agreement? So that we are clear, I believe Attachment 6 of the Supra Agreement would replace Attachment 7 of the IDS Agreement. Please let me know BellSouth's position as soon as possible.

Thank you.

Regards,

Angel M. Leiro  
V-P Regulatory Affairs  
IDS Telcom, LLC.  
Tel: (305) 612-4311  
Fax: (305) 612-3027  
aleiro@idstelcom.com

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**BellSouth Interconnection Services**

675 W. Peachtree Street  
Room 34S91  
Atlanta, Georgia 30375

Martha Romano  
404.927.7507  
FAX: 404 529-7839

**Sent Via Electronic Mail**

May 10, 2004

Mr. Angel Leiro  
V-P Regulatory Affairs  
IDS Telcom, L.L.C.  
1525 N.W. 167th Street  
Miami, Florida 33169

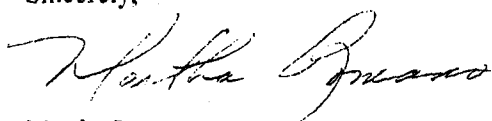
Dear Angel:

This is in response to your electronic mail dated April 22, 2004 regarding IDS Telecom's request to adopt Attachment 6 - Billing of the Supra Telecommunications & Information Systems, Inc. (Supra) Interconnection Agreement.

As indicated in previous correspondence, Section 252(i) of the Act permits CLECs to adopt "any interconnection, service, or network element" provided pursuant to a filed an approved agreement. Attachment 6 of the Supra agreement sets forth how billing processes will work. Attachment 6 does not contain any terms and conditions specific to the provision of "any interconnection, service, or network element." Thus, Attachment 6 (a billing attachment) is not available for adoption pursuant to the Act.

I trust this information satisfies your concerns regarding this matter, Should you have any questions, I may be reaced at 404-927-7507.

Sincerely,



Martha Romano  
Manager, Interconnection Services