

Thomas B. Alexander  
General Attorney

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
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Tallahassee, Florida 32301  
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ORIGINAL

November 30, 1999

RECEIVED-FPSC  
NOV 30 PM 4:36  
RECORDS AND REPORTING

Mrs. Blanca S. Bayó  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Petition for Arbitration with Tel-Link

991786-TP

Dear Ms. Bayó:

Enclosed are an original and 15 copies of the Petition of BellSouth Telecommunications, Inc. For Section 252(b) Arbitration. Please file this document in the captioned matter.

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 to the parties shown on the attached Certificate of Service.

Sincerely,

Thomas B. Alexander (KB)

Thomas B. Alexander

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

RECEIVED & FILED  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

14613 NOV 30 99

FPSC-RECORDS/REPORTING

**CERTIFICATE OF SERVICE  
Petition for Arbitration with Tel-Link**

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

U.S. Mail this 30th day of November, 1999 to the following:

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

Terry Fields  
President and CEO  
Tel-Link, LLC and Tel-Link of  
Florida, LLC  
2000 Newpoint Place Parkway  
Lawrenceville, Georgia 30043  
Tel. No. (404) 812-0694  
Fax No. (678) 442-0684

Steve Forte  
Smith, Gambrel and Russell  
Suite 3100, Promenade Two  
1230 Peachtree Street  
Atlanta, Georgia 30309-3592  
Tel. No. (404) 815-3500  
Fax No. (404) 685-6856

  
Thomas B. Alexander (KE)

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In re: )  
)  
Petition for Arbitration of the Interconnection )  
Agreement Between BellSouth Telecommunications, ) Docket No. \_\_\_\_\_  
Inc. and Tel-Link, LLC and Tel-Link of Florida, LLC )  
Pursuant to the Telecommunications Act of 1996. )  
\_\_\_\_\_ )

**PETITION OF BELLSOUTH TELECOMMUNICATIONS, INC.  
FOR SECTION 252(b) ARBITRATION**

Pursuant to Section 252(b) of the Telecommunications Act of 1996 ("1996 Act"), BellSouth Telecommunications, Inc. ("BellSouth") files this Petition for Arbitration ("Petition") seeking resolution of certain issues arising between Tel-Link, LLC and Tel-Link of Florida, LLC (collectively "Tel-Link") and BellSouth in the negotiation of a Resale Agreement. BellSouth states as follows:

**A. STATEMENT OF FACTS**

1. BellSouth is a corporation organized and existing under the laws of the State of Georgia, maintaining its principal place of business at 675 West Peachtree Street, N.E., Atlanta, Georgia 30375. BellSouth is an incumbent local exchange carrier ("ILEC") as defined by 47 U.S.C. § 251(h).

2. On information and belief, Tel-Link is a limited liability company ("LLC") organized and existing under the laws of the State of Georgia, maintaining its principal place of business at 2000 Newpoint Place Parkway, Suite 900, Lawrenceville, Georgia 30043. Upon information and belief, Tel-Link is certificated by the Florida Public Service Commission ("Commission") to provide Alternative Local Exchange Carrier ("ALEC") services.

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FPSC-RECORDS/REPORTING

Additionally, upon information and belief, and pursuant to the aforementioned certificate, Tel-Link provides resold telecommunications services to customers in the State of Florida.

3. Pursuant to the provisions of Section 251(c) the 1996 Act, BellSouth is required to offer (through negotiation or otherwise) for resale at wholesale rates any telecommunications service that it provides at retail to subscribers who are not telecommunications carriers. *See* 47 U.S.C. § 251(c)(4). The terms of the resale agreement must comply with the provisions of Section 251(b) of the 1996 Act. *See* 47 U.S.C. § 251(b)(1).

4. Under the provisions of Section 252(d) of the 1996 Act, BellSouth must make available its retail services for resale at wholesale rates that are determined by the State Commission on the basis of the retail rates charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by the local exchange carrier. *See* 47 U.S.C. § 252(d)(3).

5. On or about June 4, 1997, BellSouth and Tel-Link entered into an agreement to govern the resale of BellSouth's retail services by Tel-Link (the "BellSouth/Tel-Link Resale Agreement"). The Commission approved the BellSouth/Tel-Link Resale Agreement on or about July 11, 1997. The term of the BellSouth/Tel-Link Resale Agreement was for two years, expiring on June 3, 1999. Pursuant to the terms of the BellSouth/Tel-Link Resale Agreement, the parties have agreed to continue service pursuant to its terms until such time as a new Resale Agreement is in effect.

6. In anticipation of the expiration of the BellSouth/Tel-Link Resale Agreement and pursuant to the terms of that agreement, BellSouth provided to Tel-Link a written request for negotiation of a new resale agreement on April 6, 1999. A copy of the letter is attached hereto as Exhibit "A". BellSouth advised Tel-Link that it was providing notice, pursuant to and in

compliance with Section 251(c)(1) of the 1996 Act, of BellSouth's request to commence good-faith negotiations toward a new agreement. BellSouth included a copy of BellSouth's Standard Resale Agreement for Tel-Link's review. Although Tel-Link did not provide a written response to BellSouth's letter of April 6, the parties did begin negotiations shortly thereafter.

7. Since April 6, 1999, BellSouth and Tel-Link have been negotiating a new resale agreement. However, the parties were not able to complete these negotiations. Rather than seeking arbitration when the original arbitration window closed on September 13, 1999, the parties agreed to continue negotiating and to extend the negotiation period. By mutual agreement of the parties, the date that the formal request to start the negotiations for a new resale agreement was deemed to be June 23, 1999. Thus, the parties also mutually agreed that the date that the arbitration window closes is November 30, 1999. A copy of the September 23, 1999, letter wherein the parties agreed to extend their negotiations and the time for filing for arbitration is attached hereto as Exhibit "B".

8. Although the parties discussed a number of issues and questions regarding the existing resale agreement that could affect the new agreement, Tel-Link did not propose any contract language to BellSouth for discussion. In a good faith effort to bring the parties' negotiations to a resolution prior to the expiration of the arbitration window, BellSouth wrote a letter to Tel-Link on November 16, 1999, providing a summary of the negotiations and suggesting a timeline for the remainder of the parties' time for negotiations. A copy of the letter is attached hereto as Exhibit "C". In this letter, BellSouth confirmed its understanding that the only unresolved contractual issue from the negotiations related to Tel-Link's concerns over charges for Tel-Link's access to BellSouth's operations support systems ("OSS").

## **B. JURISDICTION AND TIMING**

9. Pursuant to Section 252(b)(1) of the 1996 Act, which allows either party to the negotiation to request arbitration, this Commission is empowered to arbitrate any and all unresolved issues regarding Tel-Link's purchase, at wholesale rates, of BellSouth's retail services. BellSouth's Petition is filed with the Commission between the 135<sup>th</sup> and 160<sup>th</sup> day from the date that the negotiations were deemed to have commenced. This Commission must resolve each issue set forth in this Petition not later than nine (9) months after the date on which Tel-Link received the request for negotiation from BellSouth, which, based upon the parties' agreed upon extension of time, is on or before March 23, 2000.

## **C. STANDARD OF REVIEW**

10. The Federal Communications Commission ("FCC") established the appropriate standard for arbitration under Sections 251 and 252 of the 1996 Act in its First Report and Order, *Implementation of the Local Competition provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98 ("First and Report and Order"). Pursuant to the FCC's First Report and Order, this Commission must ensure that resolution of issues in an arbitration satisfy Section 251 of the 1996 Act, including regulations promulgated by the FCC.

## **D. ISSUES FOR ARBITRATION**

11. Pursuant to Section 252(b)(2) of the 1996 Act, the unresolved issue between Tel-Link and BellSouth is provided below in the form of a matrix of the unresolved issues as understood by BellSouth and the respective position of the parties. The sole issue in dispute concerns the appropriate rates that Tel-Link should pay for access to and use of the electronic and manual interfaces to BellSouth's OSS.

ISSUE DESCRIPTION	PETITIONER'S POSITION	RESPONDENT'S POSITION	FCC RULING
<p>What are the appropriate rates to be charged by BellSouth for ALECs' access to and use of the electronic and manual interfaces to BellSouth's OSS and functions?</p>	<p>The 1996 Act and the FCC's rules allow BellSouth to recover costs associated with developing, providing, and maintaining the electronic and manual interfaces to allow ALECs, such as Tel-Link, to access BellSouth's OSS. Although this Commission has not decided the issue, eight state commissions in BellSouth's region have recognized BellSouth's right to recover such costs. BellSouth is proposing rates for electronic and manual access calculated consistent with the cost methodology previously adopted by the Commission.</p>	<p>Tel-Link disagrees with the level of some of the OSS charges and with certain instances when the OSS charges should be applied to ALECs.</p>	<p>First Report and Order, CC Docket 96-98, ¶¶ 682 and 690 (Aug. 8, 1996)</p> <p>Third Report and Order, CC Docket 96-98, ¶¶ 425-426 (Nov. 5, 1999)</p>

### E. CONCLUSION

WHEREFORE, BellSouth respectfully requests that the Commission arbitrate the issue set forth in this Petition and enter an Order directing that BellSouth's position on the issue raised herein be incorporated into the Resale Agreement between Tel-Link and BellSouth. Further, BellSouth requests such other, more general or specific relief as is just and proper under the circumstances.

Respectfully submitted this 30th day of November, 1999.

*Nancy B. White* (KR)

NANCY B. WHITE  
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150 West Flagler Street  
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Miami, Florida 33130

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Atlanta, GA 30375  
(404) 335-0750

COUNSEL FOR BELL SOUTH  
TELECOMMUNICATIONS, INC.

187703

**BellSouth Interconnection Services**  
675 West Peachtree Street, NE  
Room 34S91  
Atlanta, Georgia 30375

David W. Hitt  
(404) 927-7518  
Fax: (404) 529-7839

**Sent via U.S. Mail**

**Exhibit A**

April 6, 1999

Mr. Rod Aycox  
President  
Tel-Link, LLC and Tel-Link of Florida, LLC  
2851 Piedmont Road  
Suite C-1135  
Atlanta, GA 30324

***Re: Request that Tel-Link, LLC and Tel-Link of Florida, LLC engage in negotiations with BellSouth Telecommunications, Inc. pursuant to Section 251(c)(1) of the Telecommunications Act of 1996***

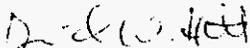
Dear Mr. Aycox:

On June 4, 1997, BellSouth Telecommunications, Inc. ("BellSouth") and Tel-Link, LLC and Tel-Link of Florida, LLC ("Tel-Link") entered into an agreement for the provision of resale in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee (the "Agreement"). The expiration date for that Agreement is June 3, 1999. BellSouth is hereby requesting that Tel-Link commence good-faith negotiations with BellSouth to enter into a new agreement in compliance with Section 251(c)(1) of the Communications Act of 1934, as amended ("Act").

In an effort to move the negotiation process along a copy of the BellSouth Standard Resale Agreement is herein provided for your review. Once you have had an opportunity to review the proposed agreement, please contact me with questions. If need be, we will begin scheduling meetings between the companies to address issues raised by Tel-Link as a result of such review.

BellSouth looks forward to working with Tel-Link in reaching a mutually agreeable Resale Agreement. Should you have questions regarding this, please do not hesitate to call me.

Sincerely,



David W. Hitt  
Manager-Interconnection Services

cc: Mr. Jerry Hendrix  
Ms. Parkey Jordan

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**BellSouth Interconnection Services**  
874 West Peachtree Street NE  
Room 34891  
Atlanta, Georgia 30375

David W. Hitt  
(404) 927-7518  
Fax: (404) 628-7639

**Via Facsimile**

**Exhibit B**

**September 23, 1999**

**Ms. Michelle McKay  
Tel-Link, LLC and Tel-Link of Florida, LLC  
1001 Third Avenue West  
Suite 354  
Bradenton, FL 34205**

***Re: Negotiations between BellSouth Telecommunications, Inc. and Tel-Link, LLC  
and Tel-Link of Florida, LLC***

**Dear Michelle:**

Subsequent to your signature of the 9/9/99 letter of negotiations extension, the Parties have agreed to extend the negotiations' window even further. Please sign below to indicate your concurrence that the official start of renegotiations will be deemed to have been June 23, 1999. Therefore, the arbitration window will be from November 5, 1999, to November 30, 1999.

Please return this document to me by facsimile. Call if you have any questions.

Sincerely,

David W. Hitt  
Manager-Interconnection Services

Concurrence:

  
Michelle McKay  
Tel-Link, LLC

**BellSouth Interconnection Services**

675 West Peachtree Street, NE  
Room 34S91  
Atlanta, Georgia 30375

David W. Hitt  
(404) 927-7518  
Fax: (404) 529-7839

Sent Via Facsimile

Exhibit C

November 16, 1999

Ms. Michelle McKay  
Tel-Link, LLC and Tel-Link of Florida, LLC  
1001 Third Avenue West  
Suite 354  
Bradenton, FL 34205

Dear Michelle:

Per your request from earlier this Fall, BellSouth agreed to extend negotiations with Tel-Link in order to accommodate the needs of your organization for additional time to consider the various options available to your business.

In previous months, Tel-Link raised concerns regarding charges for use of BellSouth's Operational Support Systems (OSS) to which BellSouth provided explanation of the purpose for and the manner in which these charges would be assessed pursuant to BellSouth's Resale Standard Agreement. BellSouth and Tel-Link also engaged in numerous discussions on the Loop/Port UNE-platform. Aside from the aforementioned, I have not heard of any other specific issues that Tel-Link wishes addressed in these negotiations.

Since the extension of the negotiation, Tel-Link has not contacted BellSouth to discuss further any other items nor has Tel-Link submitted any proposals for contract modifications. BellSouth nevertheless remains willing to answer any additional questions and to negotiate the Resale Agreement.

As we discussed in our phone conversation earlier this afternoon, the statutory time frame within which the Parties must submit unresolved issues to the appropriate state regulatory authorities will close at the end of this month. I appreciate your offer to follow-up shortly with me on these matters and ask that we might review such items tomorrow regarding Tel-Link's choice of direction for the negotiations, and if there are any other issues besides the OSS issue that Tel-Link believes remain unresolved between the Parties.

In regards to your indication that Tel-Link might request a further extension for negotiations, I do not believe that BellSouth is inclined to grant such a request. In the absence of the Parties being able to resolve the issues, BellSouth will likely begin preparations for the arbitration filings in all nine states in accordance with the required statutory time frames.

I would appreciate your responsiveness in contacting me tomorrow.

Sincerely,



David W. Hitt  
Manager-Interconnection Services

Cc: Parkey Jordan, Esq.  
Bennett Ross, Esq.

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