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Tallahassee, Florida 32301
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RECORDS AND
REPORTING

September 8, 2000

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

Re: Docket No. 001097-TP (Supra Complaint)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Response to Supra Telecommunications and Information Systems, Inc.'s Motion to Dismiss Complaint, or in the Alternative, Stay Proceedings and/or Compel Arbitration, which we ask that you file in the above-referenced 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,

Michael P. Goggin
Michael P. Goggin

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

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CERTIFICATE OF SERVICE

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

U. S. Mail this 8th day of September, 2000 to the following:

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

Mark E. Buechele, Esquire
Supra Telecommunications and
Information Systems, Inc.
1311 Executive Center Drive
Koger Center - Ellis Building
Suite 200
Tallahassee, FL 32301-5027


Michael P. Goggin

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth)	
Telecommunications, Inc. against Supra)	Docket No. 001097-TP
Telecommunications and Information)	
Systems, Inc., for Resolution of Billing)	Filed: September 8, 2000
Disputes.)	
_____)	

BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSE TO SUPRA TELECOM'S MOTION TO DISMISS COMPLAINT, OR, IN THE ALTERNATIVE, STAY PROCEEDINGS AND/OR COMPEL ARBITRATION

BellSouth Telecommunications, Inc., ("BellSouth") hereby responds to the Motion to Dismiss Complaint, or, in the Alternative, Stay Proceedings and/or Compel Arbitration (the "Motion") filed on August 30 by Supra Telecommunications and Information Systems, Inc. ("Supra"). Supra's Motion was filed in response to a Complaint filed by BellSouth on August 9 seeking an order to require Supra to pay delinquent bills for services provided by BellSouth and to resolve other billing disputes between BellSouth and Supra. BellSouth responds to the Motion as follows.

1. Supra's Motion seeks dismissal or a stay on the grounds that the parties' current interconnection, unbundling and resale agreement includes an arbitration clause. Accordingly, Supra argues, the Complaint should be dismissed, or the proceedings stayed, while BellSouth and Supra take their dispute to arbitration. Motion at 1-4. As BellSouth stated in its Complaint, the current agreement clearly does include an arbitration clause. Complaint at ¶ 11. If the Complaint concerned only issues arising under the current agreement, as Supra misleadingly suggests, BellSouth would have sought arbitration. The

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majority of the issues to be decided in the Complaint, however, arise under a prior agreement, which clearly states that the Commission is the exclusive forum for all such disputes. See Complaint, Exh. 1 at Section XII.

2. For example, there is a dispute arising under the parties' 1997 agreement regarding whether BellSouth properly billed End User Common Line Charges. Complaint at ¶¶ 12-14. BellSouth is entitled to bring this dispute before the Commission under the 1997 agreement, and Supra does not argue that it should be dismissed.

3. Similarly, there is a dispute arising under the parties' 1997 agreement regarding whether BellSouth properly billed Supra for processing changes in services and unauthorized local service changes and reconnections. Complaint at ¶¶ 15-16. BellSouth is entitled to bring this dispute before the Commission under the 1997 agreement and Supra does not argue that it should be dismissed.

4. In addition, there is a dispute arising under the parties' 1997 agreement regarding whether BellSouth properly billed for secondary service charges. Complaint at ¶ 17. BellSouth is entitled to bring this dispute before the Commission under the 1997 agreement and Supra does not argue that it should be dismissed.


5. Indeed, the only dispute that arises under the current agreement is over Supra's failure, since January 1, 2000, to pay anything for the services it has received. Interestingly, in its Motion, Supra does not deny that it has failed to pay for these services, or dispute its liability, it merely claims that this part of

BellSouth's Complaint should be dismissed or stayed pending a private arbitration. In view of the fact that the majority of the issues to be decided *must* be heard by the Commission, it would be unfair and inefficient to require the parties to endure the added delay and expense of resolving this single issue in a separate forum.

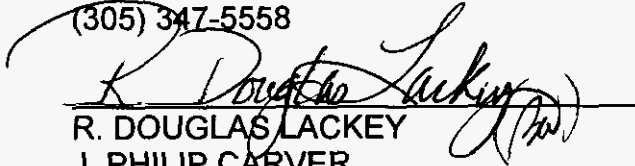
For the foregoing reasons, Supra's Motion should be denied.

Respectfully submitted this 8th day of September, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.



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