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TALLAHASSEE OFFICE:
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TALLAHASSEE, FLORIDA 32301
(850) 222-2525
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January 4, 1999

VIA HAND DELIVERY

Blanca S. Bayo, Director
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Re: Docket No. 981052-TP

Dear Ms. Bayo:

Enclosed for filing and distribution are the original and fifteen copies of the Telephone Company of Central Florida, Inc.'s Response to BellSouth Telecommunications, Inc.'s Motion to Strike in the above docket.

Please acknowledge receipt of the above on the extra copy enclosed herein and return it to me. Thank you for your assistance.

Sincerely,

Vicki Gordon Kaufman

ACK _____ Vicki Gordon Kaufman

AFA _____

APP _____ VGK/pw

CAF _____ Encls.

SMU *Stavanya*

CTR _____

EAG _____

LEG 1

LN 3

JPC _____

RCH _____

SEC 1

VAS _____

YTH _____

RECEIVED & FILED

[Signature]
FPSC BUREAU OF RECORDS

RECEIVED - FPSC
99 JAN -4 PM 1:45
RECORDS AND REPORTING

DOCUMENT NUMBER-DATE

00033 JAN-4 99

TCCF & BellSouth
Resale Agreement Renewal
Items for Discussion
(Effective May 11, 1998)

- Section III, Item A - Need to discuss the omission of Centrex from our product offering. To date, BellSouth has been unable to provide this service to TCCF. How can you eliminate a service which has never been made available?
- Section III, Item T - Using the U.S. Mail to deliver customer record information is not acceptable.
- Section III, Items T 1 & 2 - What, When & How Much?
- Section III, Items U & V - When will you & when won't you?
- Section III, Item W - Examples?
- Section IV, Item A5 - Need copy of General Subscriber Service Tariff and Private Line Service Tariff for entire BellSouth region.
- Section IV, Item E - Need to discuss.
- Section V, Item A - Need copy of Work Center Interface Agreement.
- ■ Section VI, Item C - Not happening. Need copy of most current Service Order Intervals.
- Section VI, Item F - Need copy of General Subscriber Service Tariff (requested above also)
- Section VI, Item G5 - There needs to be a cap.
- Section VII, Item I - Need copy of General Subscriber Service Tariff and Private Line Service Tariff (requested above)
- Exhibit A, Applicable Discounts - Our documentation shows a discount of 17% (residence & business) for Alabama. Why is the agreement different?
- Exhibit A, Operation Support Systems - Need to discuss. Surely, this is a joke?
- Exhibit B - Need to discuss. Please point at differences as compared with current.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Telephone Company of)
Central Florida, Inc. for resolution of)
items under dispute in resale agreement)
with BellSouth Telecommunications, Inc.)
_____)

Docket No. 981052-TP
Filed: January 4, 1999

THE TELEPHONE COMPANY OF CENTRAL FLORIDA, INC.'S
RESPONSE TO BELL SOUTH TELECOMMUNICATIONS, INC.'S
MOTION TO STRIKE

The Telephone Company of Central Florida, Inc. (TCCF) hereby responds to BellSouth Telecommunications, Inc.'s (BellSouth) Motion to Strike Testimony. The motion should be denied in its entirety. In support thereof, TCCF states:

1. In its motion, BellSouth moves to strike portions of the direct testimony of Andrea K. Welch which addresses the issue of appropriate service intervals.¹ BellSouth's asserts that Ms. Welch has addressed an issue not identified in the Order Establishing Procedure and that the service interval issue Ms. Welch has addressed is outside the scope of this proceeding.

2. BellSouth's first point is a procedural one, which has no merit. BellSouth has been aware since the first issue identification meeting in this case that TCCF considers the question of service intervals an issue appropriate for this proceeding. During the issue identification process, it became clear that BellSouth was unwilling to agree to the inclusion of such an issue. Counsel for TCCF communicated with Commission Staff and specifically requested that the service interval issue be included in the issue list. (Attachment A). The reason the issue was not included in the Procedural Order is unclear. Nonetheless, TCCF specifically requested that the

¹ Specifically, BellSouth seeks to strike pages 21-25 and related exhibits.

issue be included in this proceeding² and further requested that if the issue continued to be in dispute that its appropriateness be ruled upon by the Prehearing Officer. Thus, the fact that the issue is not included in the Procedural Order is *not* an indication that the issue has been rejected by the Commission on its merits.

3. BellSouth's second point is that the question of service intervals is not an appropriate one for arbitration because BellSouth does not consider it to be an "open issue" between the parties. While BellSouth may not consider service intervals to be an "open issue", TCCF certainly does. On May 5, 1998, Ms. Welch faxed to BellSouth's Ms. Arrington a list of Items for Discussion regarding the negotiation of the new Resale Agreement. This list was the basis for renegotiation discussions between TCCF and BellSouth. (Attachment B). The ninth bullet point on the Discussion List refers to Section VI, Item C of the proposed Resale Agreement. This item relates to service order intervals.

4. BellSouth is quite correct when it quotes Ms. Welch as stating that TCCF did not request additional language as to *what the service intervals would be*. However, BellSouth omits the very next sentence of Ms. Welch's testimony: "What TCCF wants, and has repeatedly discussed with BellSouth, is assurance that those intervals will be met and TCCF so indicated on the Discussion List." (Welch direct testimony, p. 22, l. 22--p. 23, l. 2).

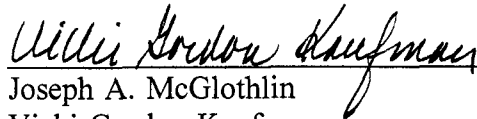
5. As explained in detail in Ms. Welch's direct testimony, TCCF has frequently complained to BellSouth about the lack of parity it has experienced under its current Resale Agreement. TCCF is entitled to the same service intervals BellSouth provides to its retail customers and apparently BellSouth agrees. What TCCF wanted in its renegotiation with

² TCCF included the issue in its Prehearing Statement filed on December 21, 1998.

BellSouth, which BellSouth refused to agree to, and what TCCF seeks in this arbitration proceeding is assurance that BellSouth will live up to the provisions in a new Resale Agreement on this issue.

6. Finally, BellSouth has addressed the service interval issue raised by TCCF in Ms. Arrington's rebuttal testimony at pages 6-8. Therefore, it has had the opportunity to address the issue TCCF has raised, has addressed it in its testimony, and is not prejudiced by the inclusion of the issue in this proceeding.

WHEREFORE, BellSouth's motion should be denied.



Joseph A. McGlothlin
Vicki Gordon Kaufman
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Decker, Kaufman, Arnold & Steen, P.A.
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Telephone: (850) 222-2525

Attorneys for the Telephone Company of
Central Florida, Inc.

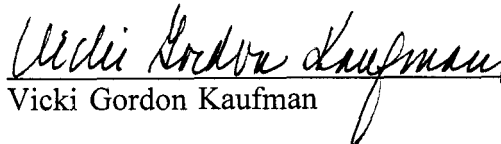
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the **Telephone Company of Central Florida, Inc.'s foregoing Response to BellSouth Telecommunications, Inc.'s Motion to Strike** has been furnished by United States Mail or Hand Delivery (*) this **4th** day of **January, 1999**, to the following:

June McKinney*
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Mary K. Keyer
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Suite 4300
Atlanta, Georgia 30375

Nancy B. White
c/o Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, Florida 32301



Vicki Gordon Kaufman

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PLEASE REPLY TO:
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November 5, 1998

TALLAHASSEE OFFICE:
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VIA FAX

June McKinney
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

FAXED

Re: Docket No. 981052-TP

Dear June:

After discussions with Mary Keyer, it seems clear that we will not reach agreement on the service interval issue. TCCF believes that the question of parity has always been at issue in this case. Therefore, I request that the following issue be included in the list of issues for this docket:

What language, if any, should be included within the agreement to guarantee the delivery of service order intervals to TCCF that are at least equal to the service intervals delivered to BellSouth's retail customers?

If Staff disagrees, I ask that the issue be preserved for presentation to the Prehearing Officer.

Please contact me if you have any questions.

Sincerely,



Vicki Gordon Kaufman

VGK/pw

cc: Andrea Welch
Mary Keyer



May 5, 1998

Ms. Susan M. Arrington,
Manager, Interconnection Services - Pricing
BellSouth Telecommunications, Inc.
Room 34531 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, GA 30375

Dear Susan:

Attached find a listing of items which require discussion during the conference call scheduled for Monday, May 11th at 9:30 A.M. As discussed, you will initiate the call.

Kip Ripper and myself will be in attendance for TCCF. Please advise if any items other than those listed require discussion.

Sincerely,

A handwritten signature in cursive script that reads "Andrea K. Welch".

Andrea K. Welch,
Chief Operating Officer

cc: Kip Ripper