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Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Blvd., PO Box 615
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Re: *BellSouth Telecommunications, Inc.'s Notice of Intent to Disconnect SouthEast Telephone, Inc. for Non-Payment*, Case No. 2005-00519
SouthEast Telephone, Inc., Complainant v. BellSouth Telecommunications, Inc., Defendant,
Case No. 2005-00533

Dear Ms. O'Donnell:

I am writing on behalf of SouthEast Telephone, Inc. ("SouthEast") in support of SouthEast's Jan. 4, 2007 Motion to Compel BellSouth to comply with the Commission's August 16, 2006 *Order* in these proceedings, and to reply to BellSouth's Jan. 22, 2007 filing in opposition to SouthEast's Motion.

BellSouth believes it can get away with continuing to force SouthEast to submit orders for the loop-switching-transport group of network elements through the resale ordering system. BellSouth attempts to justify this argument on the basis that "SouthEast ordered those services that were negotiated by the Parties and that were available to SouthEast under its Interconnection Agreement – namely, resale services." BellSouth Opp. at 2. This is precisely the same position that BellSouth took in its briefs in the earlier stages of these proceedings, which the Commission squarely rejected in its *Order*. Although the TELRIC pricing rules no longer apply to this group of elements pursuant to Section 251, the Commission held that "BellSouth [still] must provide access to switching and transport elements for SouthEast pursuant to Section 271." *Order* at 11.

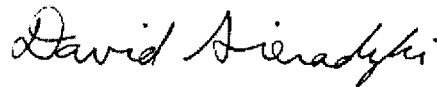
The BellSouth-SouthEast Interconnection Agreement, which (apart from certain pricing provisions) remains in effect, specifies operational support systems, including ordering systems, under which BellSouth will provide SouthEast with access to the loop, switching and transport group of elements. The Agreement also makes it clear that SouthEast is entitled to the CABS revenue (*i.e.*, access charges) received in connection with these lines. While the TELRIC rates

specified in the Interconnection Agreement no longer apply (and the Commission has yet to establish a permanent rate for these elements), the other provisions of the Commission-approved Agreement remain in full force and effect under the Agreement's "Severability" provision. 1/ The Commission in the *Order* dismissed "BellSouth's request to terminate service" under the Agreement. *Order* at 13, ordering clause ¶ 5. Accordingly, BellSouth must come into compliance with the *Order* and the Interconnection Agreement.

To the extent the parties disagree over the specific dollar amounts that must be paid to comply with the *Order*'s "TELRIC plus \$1" rate, SouthEast would hope that the correct amounts can be worked out informally by the parties, if necessary with the aid (*i.e.*, mediation) of the Commission, without the need for another full evidentiary hearing.

Please contact me if you have any questions.

Respectfully submitted,



David L. Sieradzki
Counsel for SouthEast Telephone, Inc.

cc: Amy E. Dougherty
Mary K. Keyer
Andrew D. Shore
Darrell Maynard

1/ "If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision." General Terms and Conditions, § 18.