NEXTLINK

December 6, 1999

Mr. K. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RE: Petition of NEXTLINK Tennessee, Inc. For Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Docket No. 98-00123

Dear Mr. Waddell:

I have just received a facsimile copy of BellSouth's Motion to Reject Certain Provisions of [the] Interconnection Agreement. Because of the late hour at which NEXTLINK has been served a facsimile copy of this motion, NEXTLINK has made no attempt, nor does it deem it appropriate to attempt, to address the substantive arguments set forth in BellSouth's motion. Should the Authority entertain substantive argument on the merits of the motion, NEXTLINK respectfully requests to be afforded due process, and thus a reasonable time for the filing of its response to the motion. NEXTLINK submits, however, that the motion is simply an inappropriate attempt by BellSouth to relitigate issues previously resolved.

With regard to BellSouth's motion to reject the definition of local traffic, the language to which BellSouth objects was negotiated by the parties subsequent to the Arbitrators' decision, and both parties agreed to language that reflected the Arbitrators' order and the Authority's decision in Docket 98-00118 regarding the treatment of ISP traffic for purposes of reciprocal compensation. Bell's motion is nothing more than a thinly-veiled attempt to seek reconsideration of the Arbitrators' decision and the Authority's decision in 98-00118 long after the procedural deadline for filing such motion or appeal has passed.

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In seeking rejection of the Multiple Tandem Access language, BellSouth wrongly implies that this issue was raised by BellSouth with regard to the Tennessee agreement prior to its filing (see Motion, page 8, footnote 2... "While BellSouth conceivably could have refused to execute the agreement until the MTA issue had been resolved, BellSouth was focused only on the arbitrated issues.") One would suppose that conceivably, BellSouth could have done many things: in reality, what BellSouth did was to not raise this issue in the Tennessee agreement negotiations or arbitration until after the agreement was filed for approval. "Conceivably," BellSouth could have raised this issue to the Public Service Commissions of Georgia, Florida, Mississippi, and North Carolina, as the language at issue is identical to language in NEXTLINK's approved interconnection agreements in those states. To date, BellSouth has sought no relief from this language in any of those states.

BellSouth's eleventh-hour attempt to seek review of issues that have not properly been raised or that have been resolved as part of the Arbitration should be denied as an inappropriate attempt to seek reconsideration of the Arbitration Order.

Respectfully submitted,

Dana Shaffer, Vice President
Legal and Regulatory Affairs

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