

ORIGINAL

Legal Department

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November 3, 1997

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. 971314-TP (Sprint Complaint)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Answer and Response to the Complaint of Sprint Communications Company Limited Partnership and Sprint Metropolitan Network, Inc., which we ask that you file in the above-captioned matter.

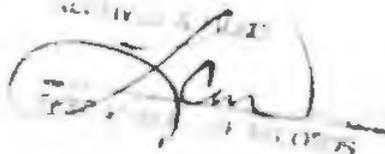
A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,


Nancy B. White

NBW/vf

cc: All parties of record
A. M. Lombardo
R. G. Beatty
William J. Ellenberg II



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11292 NOV-36

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**CERTIFICATE OF SERVICE
DOCKET NO. 971314-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Federal Express this 3rd day of November, 1997 to the following:

Monica Barone
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2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
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ERVIN, VARN, JACOBS & ERVIN
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Tallahassee, FL 32301
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Nancy B. White

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint of Sprint Communications) Docket No.: 971314-TP
 Company Limited Partnership, d/b/a)
 Sprint, and Sprint Metropolitan Networks,)
 Inc., Against BellSouth Telecommunica-)
 tions, Inc.)
 _____) Filed: November 3, 1997

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
 ANSWER AND RESPONSE TO COMPLAINT OF
 SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
 AND SPRINT METROPOLITAN NETWORK, INC.**

BellSouth Telecommunications, Inc., ("BellSouth"), hereby files its Answer and Response, pursuant to Rule 1.110, Florida Rules of Civil Procedure and Rules 25-22.037 and 25-22.0375, Florida Administrative Code, to the Complaint filed by Sprint Communications Company Limited Partnership and Sprint Metropolitan Network, Inc. (collectively "Sprint") and states the following:

1. As to the allegations of Paragraph 1 of the Complaint, BellSouth is without sufficient information or knowledge of these allegations and, therefore, these allegations are deemed to be denied.
2. As to the allegations of Paragraph 2 of the Complaint, BellSouth is without sufficient information or knowledge of these allegations and, therefore, these allegations are deemed to be denied.
3. As to the allegations of Paragraph 3 of the Complaint, BellSouth admits these allegations.
4. As to the allegations of Paragraph 4 of the Complaint, BellSouth denies these allegations.

5. As to the allegations of Paragraph 5 of the Complaint, BellSouth denies these allegations.

6. As to the allegations of Paragraph 6 of the Complaint, these allegations are essentially legal in nature and, therefore, no response is required.

7. As to the allegations of Paragraph 7 of the Complaint, these allegations are essentially legal in nature and, therefore, no response is required.

8. As to the allegations of Paragraph 8 of the Complaint, these allegations are essentially legal in nature and, therefore, no response is required.

9. As to the allegations of Paragraph 9 of the Complaint, these allegations are essentially legal in nature and, therefore, no response is required.

10. As to the allegations of Paragraph 10, of the Complaint, BellSouth admits these allegations.

11. As to the allegations of Paragraph 11 of the Complaint, BellSouth is without sufficient information or knowledge of these allegations and, therefore, these allegations are deemed to be denied.

12. As to the allegations of Paragraph 12 of the Complaint, BellSouth denies these allegations.

13. As to the allegations of Paragraph 13 of the Complaint, BellSouth is without sufficient information or knowledge of these allegations and, therefore, these allegations are deemed to be denied.

14. As to the allegations of Paragraph 14 of the Complaint, BellSouth admits that the Issues List shown as Exhibit B was submitted to BellSouth and avers that BellSouth has responded and resolved these issues.

15. As to the allegations of Paragraph 15 of the Complaint, BellSouth denies these allegations.

16. As to the allegations of Paragraph 16 of the Complaint, BellSouth denies these allegations.

17. As to the allegations of Paragraph 17 of the Complaint, BellSouth denies these allegations.

18. As to the allegations of Paragraph 18 of the Complaint, BellSouth admits these allegations.

19. As to the allegations of Paragraph 19 of the Complaint, BellSouth admits that correspondence was sent to Sprint and denies the remaining allegations of Paragraph 19.

20. As to the allegations of Paragraph 20 of the Complaint, BellSouth admits these allegations.

21. As to the allegations of Paragraph 21 of the Complaint, BellSouth denies these allegations, except to admit that Section XXV of the Interconnection Agreement allows Sprint to seek Commission relief.

22. As to the allegations of Paragraph 22 of the Complaint, BellSouth denies these allegations.

Count One:

23. As to the allegations of Paragraph 23 of the Complaint, BellSouth incorporates by reference its response to Paragraphs 1 through 22.

24. As to the allegations of Paragraph 24 of the Complaint, BellSouth admits these allegations.

25. As to the allegations of Paragraph 25 of the Complaint, BellSouth denies these allegations and avers that BellSouth has procedures in place to notify Sprint in a timely manner.

26. As to the allegations of Paragraph 26 of the Complaint, BellSouth admits the existence of the correspondence and its contents and denies the remaining allegations of Paragraph 26. BellSouth has procedures in place to notify Sprint in a timely manner.

27. As to the allegations of Paragraph 27 of the Complaint, BellSouth admits the existence of the correspondence and its contents and denies the remaining allegations of Paragraph 27. BellSouth has procedures in place to notify Sprint in a timely manner.

28. As to the allegations of Paragraph 28 of the Complaint, BellSouth admits the existence of the correspondence and its contents and denies the remaining allegations of Paragraph 28.

29. As to the allegations of Paragraph 29 of the Complaint, BellSouth admits that a meeting was held between Sprint and BellSouth on June 24, 1997, and denies the remaining allegations of Paragraph 29.

30. As to the allegations of Paragraph 30 of the Complaint, BellSouth denies these allegations.

31. As to the allegations of Paragraph 31 of the Complaint, BellSouth denies these allegations with the exception of the existence and contents of the Florida Administrative Regulations.

32. As to the allegations of Paragraph 32 of the Complaint, BellSouth denies these allegations.

33. As to the allegations of Paragraph 33 of the Complaint, BellSouth denies these allegations with the exception of the existence and contents of the Interconnection Agreement.

34. As to the allegations of Paragraph 34 of the Complaint, BellSouth denies these allegations and avers that the Interconnection Agreement speaks for itself

35. As to the allegations of Paragraph 35 of the Complaint, BellSouth denies these allegations.

36. As to the allegations of Paragraph 36 of the Complaint, BellSouth denies these allegations.

37. As to the allegations of Paragraph 37 of the Complaint, BellSouth denies these allegations.

38. As to the allegations of Paragraph 38 of the Complaint, BellSouth denies these allegations.

39. As to the allegations of Paragraph 39 of the Complaint, BellSouth denies these allegations.

40. As to the allegations of Paragraph 40 of the Complaint, BellSouth denies these allegations

Count Two:

41. As to the allegations of Paragraph 41 of the Complaint, BellSouth incorporates by reference its response to Paragraphs 1 through 40.

42. As to the allegations of Paragraph 42 of the Complaint, BellSouth denies these allegations, and avers that BellSouth has procedures in place to notify Sprint of facilities issues in a timely manner.

43. As to the allegations of Paragraph 43 of the Complaint, BellSouth denies these allegations and avers that the problems complained of resulted from defective equipment, lack of dial tone from Sprint, and last minute notifications from Sprint concerning the migration.

44. As to the allegations of Paragraph 44 of the Complaint, BellSouth denies these allegations, with the exception of the existence and contents of the General Service Provisions. BellSouth further avers that BellSouth has procedures in place to notify Sprint of facilities in a timely manner.

45. As to the allegations of Paragraph 45 of the Complaint, BellSouth denies these allegations, with the exception of the existence and contents of the BellSouth - Sprint Interconnection Agreement.

46. As to the allegations of Paragraph 46 of the Complaint, BellSouth denies these allegations, with the exception of the existence and contents of the BellSouth - Sprint Interconnection Agreement. BellSouth further avers that Sprint is notified of facilities issues in a timely manner.

47. As to the allegations of Paragraph 47 of the Complaint, BellSouth denies these allegations, with the exception of the existence and content of the correspondence.

48. As to the allegations of Paragraph 48 of the Complaint, BellSouth denies these allegations.

49. As to the allegations of Paragraph 49 of the Complaint, BellSouth denies these allegations.

50. As to the allegations of Paragraph 50 of the Complaint, BellSouth denies these allegations.

51. As to the allegations of Paragraph 51 of the Complaint, BellSouth denies these allegations.

52. As to the allegations of Paragraph 52 of the Complaint, BellSouth denies these allegations. BellSouth further avers that BellSouth has offered Sprint several options to alleviate facilities problems involving integrated Digital Loop Carrier.

53. As to the allegations of Paragraph 53 of the Complaint, BellSouth denies these allegations. BellSouth further avers that BellSouth has consistently worked with Sprint to resolve issues involving integrated Digital Loop Carrier.

54. As to the allegations of Paragraph 54 of the Complaint, BellSouth denies these allegations.

Count Three:

55. As to the allegations of Paragraph 55 of the Complaint BellSouth incorporates by reference its responses to Paragraphs 1 through 54.

56. As to the allegations of Paragraph 56 of the Complaint, BellSouth denies these allegations. BellSouth has procedures in place to deal with late cancellation requests.

57. As to the allegations of Paragraph 57 of the Complaint, BellSouth denies these allegations. BellSouth has procedures in place to deal with late cancellation requests.

58. As to the allegations of Paragraph 58 of the Complaint, BellSouth denies these allegations. BellSouth has procedures in place to deal with late cancellation requests.

59. As to the allegations of Paragraph 59 of the Complaint, BellSouth denies these allegations. BellSouth has procedures in place to deal with late cancellation requests.

60. As to the allegations of Paragraph 60 of the Complaint, BellSouth denies these allegations. BellSouth has procedures in place to deal with late cancellation requests.

61. As to the allegations of Paragraph 61 of the Complaint, BellSouth denies these allegations, with the exception of the existence and contents of the BellSouth - Sprint Interconnection Agreement.

62. As to the allegations of Paragraph 62 of the Complaint, BellSouth denies these allegations.

63. As to the allegations of Paragraph 63 of the Complaint, BellSouth denies these allegations.

64. As to the allegations of Paragraph 64 of the Complaint, BellSouth denies these allegations.

65. As to the allegations of Paragraph 65 of the Complaint, BellSouth denies these allegations.

66. As to the allegations of Paragraph 66 of the Complaint, BellSouth denies these allegations.

Count Four:

67. As to the allegations of Paragraph 67 of the Complaint, BellSouth incorporates by reference its responses to Paragraphs 1 through 60.

68. As to the allegations of Paragraph 68 of the Complaint, BellSouth denies these allegations.

69. As to the allegations of Paragraph 69 of the Complaint, BellSouth denies these allegations.

70. As to the allegations of Paragraph 70 of the Complaint, BellSouth denies these allegations.

71. As to the allegations of Paragraph 71 of the Complaint, BellSouth denies these allegations.

72. As to the allegations of Paragraph 72 of the Complaint, BellSouth denies these allegations, with the exception of the existence and content of the correspondence.

73. As to the allegations of Paragraph 73 of the Complaint, BellSouth denies these allegations.

74. As to the allegations of Paragraph 74 of the Complaint, BellSouth denies these allegations.

75. As to the allegations of Paragraph 75 of the Complaint, BellSouth denies these allegations, with the exception of the existence and content of the correspondence.

76. As to the allegations of Paragraph 76 of the Complaint, BellSouth denies these allegations.

77. As to the allegations of Paragraph 77 of the Complaint, BellSouth denies these allegations.

78. As to the allegations of Paragraph 78 of the Complaint, BellSouth denies these allegations.

Other Material Information

79. As to the allegations of Paragraph 79 of the Complaint, BellSouth incorporates by reference its responses to Paragraphs 1 through 78.

80. As to the allegations of Paragraph 80 of the Complaint, BellSouth denies these allegations.

81. As to the allegations of Paragraph 81 of the Complaint, BellSouth denies these allegations.

82. As to the allegations of Paragraph 82 of the Complaint, BellSouth denies these allegations.

83. As to the allegations of Paragraph 83 of the Complaint, BellSouth denies these allegations.

84. As to the allegations of Paragraph 84 of the Complaint, BellSouth denies these allegations.

85. As to the allegations of Paragraph 85 of the Complaint, these allegations do not require a response.

86. As to the allegations of Paragraph 86 of the Complaint, these allegations do not require a response.

87. As to the Request for Relief, this paragraph does not require a response.

Respectfully submitted this 3rd day of November, 1997.

BELLSOUTH TELECOMMUNICATIONS, INC.

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