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August 30, 1999

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. 991084-TP (Sprint)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Answer to the Complaint of Sprint Communications Company Limited Partnership, 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,

E. Earl Edenfield Jr. (ke)
E. Earl Edenfield, Jr.

- APA _____
- APP _____
- CAF _____
- CMU *Favor* _____
- CTR _____
- EAG _____
- LEG _____
- MAS 3 _____
- OPC _____
- PAI _____
- SEC _____
- WAW _____
- OTH _____

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

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DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
Docket No. 991084-TP

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

U.S. Mail this 30th day of August, 1999 to the following:

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

Charles J. Rehwinkel
Susan S. Masterton
P.O. Box 2214
MC FLTLHO0107
Tallahassee, FL 32301-2214
Attorneys for Sprint

E. Earl Edenfield (re)
E. Earl Edenfield

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re:) Docket No. 991084-TP
)
Complaint of Sprint Communications Company)
Limited Partnership against BellSouth)
Telecommunications, Inc. for its Failure to)
Comply with its Interconnection Agreement.)
_____) Filed: August 30, 1999

ANSWER OF BELLSOUTH TELECOMMUNICATIONS, INC.

BellSouth Telecommunications, Inc. ("BellSouth") files its Answer to the Complaint of Sprint Communications Company Limited Partnership ("Sprint").¹ BellSouth avers that it is in compliance with Florida Public Service Commission ("Commission") Order No. PSC-97-0983-FOF-TP, as well as the provisions of the Interconnection Agreement between BellSouth and Sprint ("Agreement"). BellSouth responds separately to the numbered paragraphs of Sprint's Complaint below:

1. BellSouth lacks sufficient information to form a belief as to the allegations in paragraph 1 of the Complaint. Thus, those allegations are denied.
2. BellSouth admits the allegations in paragraph 2 of the Complaint.
3. BellSouth admits that the Agreement is attached to the Complaint as Attachment 1. The Agreement, however, speaks for itself. BellSouth denies the remainder of the allegations in paragraph 3 of the Complaint.
4. BellSouth denies the allegations in paragraph 4 of the Complaint.

¹ Sprint alleges *Fla. Admin. Code* r. 25-4.036 as the basis for its Complaint. Since Rule 25-4.036 concerns the design and construction of plant, BellSouth's response assumes that Sprint meant to reference *Fla. Admin. Code* r. 25-22.036, which governs the initiation of a complaint proceeding.

DOCUMENT NUMBER-DATE

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FPS-RECORDS/REPORTING

5. BellSouth lacks sufficient information to form a belief as to whether Sprint was the first facilities-based provider of local service in the Orlando area. Thus, that allegation is denied. BellSouth denies the remainder of the allegations in paragraph 5 of the Complaint.
6. BellSouth admits the allegations in paragraph 6 of the Complaint.
7. BellSouth admits the allegations in paragraph 7 of the Complaint.
8. BellSouth denies the allegations in paragraph 8 of the Complaint.
9. BellSouth lacks sufficient information to form a belief as to the allegations in paragraph 9 of the Complaint. Thus, those allegations are denied.
10. BellSouth denies the allegations in paragraph 10 of the Complaint.
11. BellSouth lacks sufficient information to form a belief as to Sprint's reliance. Thus, that allegation is denied. BellSouth denies the remainder of the allegations in paragraph 11 of the Complaint.
12. BellSouth lacks sufficient information to form a belief as to how Sprint provides service to its customers. Thus, that allegation is denied. BellSouth denies the remainder of the allegations in paragraph 12 of the Complaint.
13. BellSouth lacks sufficient information to form a belief as to the allegations in paragraph 13 of the Complaint. Thus, those allegations are denied.
14. BellSouth admits that Susan Arrington sent the referenced letter of June 16, 1999 to Sprint. The June 16, 1999 letter speaks for itself. BellSouth admits the allegations in footnote 4. BellSouth denies the remainder of the allegations in paragraph 14 of the Complaint.
15. BellSouth denies the allegations in paragraph 15 of the Complaint.

16. BellSouth admits that correspondence and telephone calls were exchanged between BellSouth and Sprint. BellSouth denies the remainder of the allegations in paragraph 16 of the Complaint.
17. BellSouth admits that Sprint sought and received mediation from the Commission. BellSouth agreed to and participated in that July 7, 1999 mediation. BellSouth admits that the mediation resulted in an impasse. BellSouth denies the remainder of the allegations in paragraph 17 of the Complaint.
18. BellSouth lacks sufficient information to form a belief as to whether “work around” arrangements have higher associated costs and may not allow Sprint to maintain service levels to its customers. Thus, that allegation is denied. BellSouth denies the remainder of the allegations in paragraph 18 of the Complaint.
19. BellSouth lacks sufficient information to form a belief as to the allegations in paragraph 19 of the Complaint. Thus, those allegations are denied.
20. BellSouth denies the allegations in paragraph 20 of the Complaint. Further, the provisions of the Agreement speak for themselves.
21. BellSouth lacks sufficient information to form a belief as to Sprint’s rationale for the type and volume of orders. Thus, that allegation is denied. The referenced provisions of the Agreement speak for themselves. BellSouth denies the remainder of the allegations in paragraph 21 of the Complaint.
22. BellSouth denies the allegations in paragraph 22 of the Complaint.
23. BellSouth admits the allegations in paragraph 23 of the Complaint.

24. BellSouth admits that the Commission has jurisdiction in this matter. The provisions of Chapter 364 of the Florida Statutes speak for themselves. BellSouth denies the remainder of the allegations in paragraph 24 of the Complaint.
25. BellSouth admits that the Commission has jurisdiction in this matter. The provisions of §364.015, Florida Statutes, speak for themselves. BellSouth denies the remainder of the allegations in paragraph 25 of the Complaint.
26. BellSouth admits the allegations in paragraph 26 of the Complaint. The referenced Orders, however, speak for themselves.
27. BellSouth admits that it has obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 (“1996 Act”). The provisions of the 1996 Act speak for themselves. BellSouth denies the remainder of the allegations in paragraph 27 of the Complaint.
28. BellSouth admits that the Commission has jurisdiction in this matter. The provisions of the 1996 Act speak for themselves. BellSouth denies the remainder of the allegations in paragraph 28 of the Complaint.
29. BellSouth admits that the Commission has jurisdiction in this matter. The provisions of the Agreement speak for themselves. BellSouth denies the remainder of the allegations in paragraph 29 of the Complaint.
30. To the extent a reply is necessary, BellSouth adopts its prior responses to paragraphs 1 through 29 of the Complaint as if fully set forth herein.
31. BellSouth denies the allegations in paragraph 31 of the Complaint. Further, the provisions of the Agreement speak for themselves.

32. BellSouth admits that it discontinued provisioning ELCs as a UNE combination. To the extent, however, Sprint implies that BellSouth no longer provisions any UNEs, that allegation is denied. The June 23, 1999 letter speaks for itself. BellSouth denies the remainder of the allegations in paragraph 32 of the Complaint.
33. BellSouth denies the allegations in paragraph 33 of the Complaint.
34. To the extent a reply is necessary, BellSouth adopts its prior responses to paragraphs 1 through 33 of the Complaint as if fully set forth herein.
35. BellSouth denies the allegations in paragraph 35 of the Complaint.
36. BellSouth lacks sufficient information to form a belief as to the allegations in paragraph 36 of the Complaint. Thus, those allegations are denied.
37. BellSouth lacks sufficient information to form a belief as to the allegations in paragraph 37 of the Complaint. Thus, those allegations are denied.
38. BellSouth lacks sufficient information to form a belief as to the allegations in paragraph 38 of the Complaint. Thus, those allegations are denied.
39. BellSouth denies the allegations in paragraph 39 of the Complaint.
40. To the extent a reply is necessary, BellSouth adopts its prior responses to paragraphs 1 through 39 of the Complaint as if fully set forth herein.
41. BellSouth denies the allegations in paragraph 41 of the Complaint.
42. BellSouth admits that it discontinued provisioning ELCs as a UNE combination. To the extent, however, Sprint implies that BellSouth no longer provisions any UNEs, that allegation is denied. The referenced correspondence speaks for itself. BellSouth denies the remainder of the allegations in paragraph 42 of the Complaint.

43. BellSouth admits that it received the referenced mediation request dated June 30, 1999, together with the attachments thereto. BellSouth denies the remaining allegations in paragraph 43 of the Complaint.
44. BellSouth denies the allegations in paragraph 44 of the Complaint.
45. BellSouth denies the allegations in paragraph 45 of the Complaint.
46. To the extent a reply is necessary, BellSouth adopts its prior responses to paragraphs 1 through 45 of the Complaint as if fully set forth herein.
47. BellSouth denies the allegations in paragraph 47 of the Complaint.
48. BellSouth denies the allegations in paragraph 48 of the Complaint.
49. BellSouth denies the allegations in paragraph 49 of the Complaint.
50. BellSouth denies the allegations in paragraph 50 of the Complaint. Further, the provisions of section 9.3 of the Agreement speak for themselves.
51. BellSouth denies the allegations in paragraph 51 of the Complaint. Further, BellSouth is in full compliance with all provisions of the Agreement.
52. BellSouth denies the allegations in paragraph 52 of the Complaint. Further, the provisions of section 22.8 of the Agreement speak for themselves.
53. BellSouth denies the allegations in paragraph 53 of the Complaint. Further, the provisions of section 36.1 of the Agreement speak for themselves.
54. BellSouth denies the allegations and requests contained in the Request For Relief section of the Complaint.

WHEREFORE, having fully answered the Complaint, BellSouth respectfully requests that the Commission dismiss Sprint's Complaint and enter judgment in favor of BellSouth, together with any other relief deemed appropriate by the Commission.

Respectfully submitted this 30th day of August 1999.

BELLSOUTH TELECOMMUNICATIONS, INC.

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