

MICHAEL P. GOGGIN
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November 2, 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. 991534-TP (Intermedia Arbitration)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Response to Complaint of Intermedia Communications, Inc., which we ask that you file in the captioned docket.

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,

Michael P. Goggin
(M)

Michael P. Goggin

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

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APP _____
CAF _____
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Intermedia Communications, Inc.,) DOCKET NO. 991534-TP
against BellSouth Telecommunications, Inc. for)
Breach of Terms of Florida Interconnection)
Agreement under Sections 251 and 252 of the)
Telecommunications Act of 1996, and Request)
for Relief) FILED: November 2, 1999
_____)

**BELLSOUTH TELECOMMUNICATIONS, INC. RESPONSE TO
COMPLAINT OF INTERMEDIA COMMUNICATIONS, INC.**

Pursuant to Rules 1.100, 1.110 and 1.140 of the Florida Rules of Civil Procedure and Rule 28.106.203 of the Florida Administrative Code, BellSouth Telecommunications, Inc. ("BellSouth") hereby files its answer and response to the Complaint of Intermedia Communications, Inc. ("Intermedia") and states as follows:

1. BellSouth admits that this is an administrative action concerning an interconnection agreement approved by this Commission as alleged in Paragraph 1 of the Complaint, but denies that Intermedia is entitled to the relief it seeks.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. The statutory provisions cited in Paragraph 6 of the Complaint speak for themselves.

7. BellSouth admits that it negotiated an interconnection agreement with Intermedia and that this agreement as well as amendments thereto were approved by the Commission as alleged in Paragraph 7 of the Complaint. BellSouth also admits that portions of the agreement

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are attached as Exhibit A to the Complaint, although BellSouth denies that these are the only provisions relevant to the issues raised in Intermedia's Complaint.

8. Admitted.

9. Admitted.

10. Admitted.

11. BellSouth admits that the Commission has jurisdiction to consider complaints under the statutory provisions cited in Paragraph 11 of the Complaint, but denies that Intermedia is entitled to the relief it seeks under those provisions.

12. BellSouth admits that the Commission has jurisdiction to adjudicate disputes concerning the interpretation and enforcement of interconnection agreements as alleged in Paragraph 12 of the Complaint, but denies that Intermedia is entitled to the relief it seeks.

13. Admitted.

14. BellSouth admits that both parties have an interest in ensuring compliance with the terms of the parties' interconnection agreement, but denies that the relief sought by Intermedia is consistent with that agreement.

15. BellSouth admits that Intermedia has standing to bring this complaint under the statutory provisions cited in Paragraph 15 of the Complaint, but denies that Intermedia is entitled to the relief it seeks under those provisions.

16. The terms of the parties' interconnection agreement speak for themselves. BellSouth denies the remaining allegations in Paragraph 16 of the Complaint.

17. BellSouth admits that the Commission entered an order on September 15, 1998 as alleged in Paragraph 17 of the Complaint, the terms of which speak for themselves. BellSouth

also admits that a copy of the Commission's September 15, 1998 order is attached as Exhibit C to the Complaint. BellSouth denies the remaining allegations in Paragraph 17.

18. BellSouth admits that it received a letter from Intermedia dated January 8, 1999, the terms of which speak for themselves. BellSouth also admits that a copy of the letter is attached as Exhibit D to the Complaint. BellSouth denies the remaining allegations in Paragraph 18.

19. Admitted.

20. BellSouth admits that it received a letter from Intermedia dated May 4, 1999 and that it wrote a letter to Intermedia dated May 11, 1999, the terms of which speak for themselves. BellSouth also admits that copies of both letters are attached as Exhibits F and G to the Complaint, respectively. BellSouth denies the remaining allegations in Paragraph 20.

21. BellSouth admits that it wrote Intermedia a letter dated July 2, 1999, the terms of which speak for themselves, and enclosed a check payable to Intermedia in the amount of \$12,723,883.38 with a supporting spreadsheet. BellSouth also admits that a copy of this letter with the enclosures is attached as Exhibit H to the Complaint. BellSouth denies the remaining allegations in Paragraph 21.

22. BellSouth admits that it received a letter from Intermedia dated July 13, 1999, the terms of which speak for themselves. BellSouth also admits that a copy of the letter is attached as Exhibit I to the Complaint. BellSouth denies the remaining allegations in Paragraph 22.

23. BellSouth admits that it received a letter from Intermedia dated July 26, 1999, the terms of which speak for themselves. BellSouth also admits that a copy of the letter is attached as Exhibit J to the Complaint. BellSouth denies the remaining allegations in Paragraph 23.

24. BellSouth admits that it received a letter from Intermedia dated July 26, 1999, the terms of which speak for themselves. BellSouth denies the remaining allegations in Paragraph 24.

25. BellSouth denies the allegations in Paragraph 25 of the Complaint.

26. BellSouth admits that it refuses to pay a reciprocal compensation rate from the parties' original interconnection agreement that was superceded by an amendment to that agreement dated June 3, 1998. BellSouth also admits that it wrote a letter to Intermedia dated August 27, 1999, the terms of which speak for themselves, and that a copy of the letter is attached as Exhibit K to the Complaint. BellSouth denies the remaining allegations in Paragraph 26.

27. BellSouth denies the allegations in Paragraph 27 of the Complaint.

28. BellSouth denies the allegations in Paragraph 28 of the Complaint.

29. BellSouth denies the allegations in Paragraph 29 of the Complaint and affirmatively asserts that the terms of the June 3, 1998 amendment speak for themselves.

30. BellSouth denies the allegations in Paragraph 30 of the Complaint.

31. BellSouth denies the allegations in Paragraph 31 of the Complaint and affirmatively asserts that Intermedia has requested and been provided multiple tandem access in Georgia.

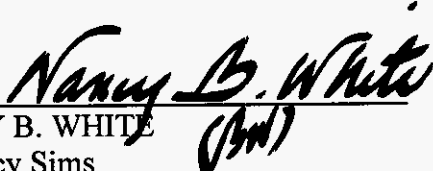
32. BellSouth denies the allegations in Paragraph 32 of the Complaint.

33. BellSouth denies the allegations in Paragraph 33 of the Complaint.


34. Any allegations not admitted are hereby denied.

WHEREFORE, having fully answered the allegations raised in the Complaint, BellSouth respectfully requests that the Complaint of Intermedia Communications, Inc. be dismissed as Intermedia is not entitled to the relief sought.

Respectfully submitted this 2nd day of November, 1999.



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CERTIFICATE OF SERVICE
Docket No. 991534-TP

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

(*) Hand Delivery and U.S. Mail this 2nd day of November, 1999 to the following:

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