

RECEIVED-FPSC

Legal Department

LISA S. FOSHEE
General Attorney

00 MAY 22 PM 4:41

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0754

RECORDS AND
REPORTING

May 22, 2000

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: Florida Docket No. 000500-TP – Petition of Rhythms Links, Inc.
For An Expedited Arbitration Award**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Response to the Petition of Rhythms Links, Inc. for an expedited arbitration award, which we asked that you file in the above 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,

Lisa S. Foshee

(lw)

- APP _____
- CAF _____
- CMP 5 _____
- COM _____
- CTR _____
- ECR _____
- LEG 1 _____
- OPC _____
- PAI _____
- RGO _____
- SEC 1 _____
- SER _____
- OTH _____

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

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

06301 MAY 22 8

FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
Docket Nos. 000500-TP and 000501-TP

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

U.S. Mail this 22nd day of May, 2000 to the following:

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

Hopping Law Firm
Richard Melson
P.O. Box 6526
Tallahassee, FL 32314
Tel. No. (850) 222-7500
Fax. No. (850) 224-8551

Rhythms Links, Inc.
6933 South Revere Parkway
Suite 100
Englewood, CO 80112
Tel. No. (303) 476-2203
Fax. No. (303) 476-2272

Jeremy Marcus
Blumenfeld & Cohen
1625 Massachusetts Ave, NW
Suite 320
Washington, DC 20036



Lisa S. Foshee (AOL)

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In re:)
)
Petition of Rhythms Links Inc. for an) Docket No. 000500-TP
Expedited Arbitration Award Implementing)
Line Sharing with BellSouth)
Telecommunications, Inc. pursuant to the)
Telecommunications Act of 1996.)
_____)

In re:)
)
Petition of Rhythm Links Inc. for an) Docket No. 000500-TP
Expedited Arbitration Award Implementing)
Line Sharing With GTE Florida Incorporated) Filed: May 22, 2000
Pursuant to the Telecommunications Act of)
1996)
_____)

RESPONSE OF BELL SOUTH TELECOMMUNICATIONS, INC.

BellSouth Telecommunications, Inc. ("BellSouth") hereby files its Response to the Petition of Rhythms Links, Inc. ("Rhythms") for an expedited arbitration award. As a preliminary matter, BellSouth opposes Rhythms' request for an expedited arbitration for the reasons set forth in BellSouth Telecommunications, Inc.'s Response In Opposition to Rhythms' Motion to Bifurcate and Expedite Proceedings and Response to Rhythms' Motion to Consolidate, filed May 8, 2000. Second, BellSouth denies Rhythms' allegation that it commenced negotiations with BellSouth regarding line sharing on November 20, 1999. As set forth in Exhibit B to the Rhythms' Petition, negotiations did not commence until the requirements in the FCC's *Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98* (the "*Line Sharing Order*") went into effect, namely 30 days after the order was published in the Federal

Register or February 9, 2000. The Commission's statutory deadline for resolution of this matter, therefore, is not until November 9, 2000.

INTRODUCTION

Sections 251 and 252 of the Telecommunications Act of 1996 ("1996 Act") encourage negotiations between parties to reach local interconnection agreements. Section 251(c)(1) requires incumbent local exchange companies to negotiate the particular terms and conditions of agreements to fulfill the duties described in Sections 251(b) and 251(c)(2-6).

Since passage of the 1996 Act on February 8, 1996, BellSouth has successfully conducted negotiations with numerous certified competitive local exchange carriers ("ALECs") in Florida. To date, the Florida Public Service Commission ("Commission") has approved a multitude of agreements between BellSouth and certified ALECs and resellers. The nature and extent of these agreements vary depending on the individual needs of the companies, but the conclusion is inescapable--BellSouth has a record of embracing competition and displaying willingness to compromise to interconnect on fair and reasonable terms.

As a part of the negotiation process, the 1996 Act allows a party to petition a state commission for arbitration of unresolved issues.¹ The petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.² The petitioning party must submit along with its petition "all relevant documentation concerning: (1) the unresolved issues; (2) the position of each of the parties with respect

¹ 47 U.S.C. § 252(b)(2).

² See generally, 47 U.S.C. §§ 252 (b)(2)(A) and 252 (b)(4).

to those issues; and (3) any other issue discussed and resolved by the parties.”³ A non-petitioning party to a negotiation under this section may respond to the other party’s petition and provide such additional information as it wishes within 25 days after the Commission receives the petition.⁴ The 1996 Act limits the Commission’s consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.⁵

Through the arbitration process, the Commission must resolve the unresolved issues ensuring that the requirements of Sections 251 and 252 of the 1996 Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation, and if negotiations are unsuccessful, then form the basis for arbitration. Issues or topics not specifically related to these areas are outside the scope of an arbitration proceeding. Once the Commission has provided guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to the Commission for approval.⁶

Responding to the individual numbered paragraphs of Rhythms’ Petition for Arbitration, BellSouth states as follows:

1. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1 of the Petition, and therefore denies the same.

³ 47 U.S.C. § 252(b)(2).

⁴ 47 U.S.C. § 252(b)(3).

⁵ 47 U.S.C. § 252(b)(4).

⁶ 47 U.S.C. § 252(a).

2. BellSouth admits the allegations in Paragraph 2 of the Petition.

3. BellSouth admits that the Commission has jurisdiction over the Petition.

BellSouth affirmatively states that the cited statutes and rules speak for themselves.

4. BellSouth admits that line sharing enables a ALEC to transmit DSL-based services over the same loops that BellSouth utilizes to provide voice services to its customers. BellSouth further admits that line sharing allows consumers to retain their BellSouth local service provider while purchasing data services from another provider. BellSouth denies the remaining allegations in Paragraph 4 of the Petition.

5. BellSouth admits that it provides DSL services to its customers, but denies the remaining allegations in Paragraph 5 of the Petition.

6. BellSouth states that the *Line Sharing Order*, and the requirements set forth therein, speaks for itself. BellSouth denies the remaining allegations in Paragraph 6 of the Petition.

7. BellSouth denies that the Commission should adopt line sharing as a matter of state law. The *Line Sharing Order* fully sets forth BellSouth's obligations with respect to line sharing, and BellSouth will comply with such obligations. Any state law rulings with respect to line sharing made by this Commission could potentially duplicate, or contradict, the obligations set forth in the *Line Sharing Order*. BellSouth affirmatively asserts that the cited statutes speak for themselves. BellSouth denies the remaining allegations in Paragraph 7 of the Petition.

8. BellSouth admits that it received the letter attached to the Petition as Exhibit A, and affirmatively asserts that the letter speaks for itself. BellSouth admits that it sent the letter attached to the Petition as Exhibit B. BellSouth admits that it received

the letter attached to the Petition as Exhibit C, and affirmatively asserts that the letter speaks for itself. BellSouth admits that it sent the letter attached to the Petition as Exhibit D. By way of further response, BellSouth states that it established bi-weekly industry meetings, open to any ALEC who wished to participate, to develop and implement procedures for line sharing. The so-called Line Sharing Forum is still active today, and has provided, and will continue to provide, ALECs and BellSouth alike a meaningful forum for input into the development of line sharing. BellSouth admits that the first line sharing meeting was held on January 26, 2000. BellSouth denies the remaining allegations in Paragraph 8 of the Petition.

9. BellSouth admits that an ALEC must execute a line sharing amendment to its existing interconnection agreement prior to BellSouth provisioning any line sharing orders for the ALEC. BellSouth admits that it received the correspondence attached to the Petition as Exhibit E, and affirmatively asserts that it speaks for itself. BellSouth further admits that it received the correspondence attached to the Petition as Exhibit F to the Petition, and affirmatively asserts that it speaks for itself. BellSouth admits that it sent the correspondence attached to the Petition as Exhibit G. BellSouth denies the remaining allegations in Paragraph 9 of the Petition. By way of further response, BellSouth states that it did not “delay” the start of negotiations; as set forth above, BellSouth held the first of its bi-weekly line sharing meetings in January 2000. The purpose of such meetings was to develop the terms and conditions pursuant to which BellSouth would offer line sharing. Rhythms participated in the meetings from the outset and thus can hardly be said not to have had an opportunity to negotiate. Moreover, as set

forth above, negotiations did not open until February 9, 2000. Thus, BellSouth provided Rhythms with a proposed amendment only 9 weeks after the start of negotiations.

10. BellSouth denies the allegations in Paragraph 10 of the Petition.

11. BellSouth denies that the Commission's statutory deadline is August 18, 2000. BellSouth affirmatively asserts that because negotiations did not commence until February 9, 2000, the statutory deadline is not until November 9, 2000. BellSouth further denies that the Commission needs to divide the arbitration into two phases, or that it needs to expedite the arbitration, for the reasons set forth in BellSouth Telecommunications, Inc.'s Response In Opposition to Rhythms' Motion to Bifurcate and Expedite Proceedings and Response to Rhythms' Motion to Consolidate, filed May 8, 2000. BellSouth denies the remaining allegations in Paragraph 11 of the Petition.

12. BellSouth states that the Act and the *Line Sharing Order* speak for themselves. BellSouth denies the remaining allegations in Paragraph 12 of the Petition.

13. BellSouth denies the allegations in Paragraph 13 of the Petition.

14. BellSouth denies the allegations in Paragraph 14 of the Petition.

15. BellSouth denies the allegations in Paragraph 15 of the Petition.

16. BellSouth denies the allegations in Paragraph 16 of the Petition.

BellSouth specifically denies that the Commission's statutory deadline is August 2000.

17. BellSouth denies the allegations in Paragraph 17 of the Petition. BellSouth specifically denies that it has been line sharing at the retail level. BellSouth does not line share with itself, and has not, up to this point, provisioned any actual line sharing orders for any ALECs.

18. BellSouth denies the allegations in Paragraph 18 of the Petition.

19. BellSouth denies the allegations in Paragraph 19 of the Petition. BellSouth affirmatively states that its positions on the issues raised by Rhythms are set forth in Paragraph 30 *et seq.* and are not repeated here. By way of further response, BellSouth states that the *Line Sharing Order* speaks for itself.

20. BellSouth admits that the placement and ownership of splitters is an important network configuration issue. BellSouth admits the remaining allegations in Paragraph 20 of the Petition. BellSouth affirmatively states that its positions on the issues raised by Rhythms are set forth in Paragraph 30 *et seq.* and are not repeated here.

21. BellSouth denies the allegations in Paragraph 21 of the Petition. BellSouth affirmatively states that its positions on the issues raised by Rhythms are set forth in Paragraph 30 *et seq.* and are not repeated here.

22. BellSouth denies the allegations in Paragraph 22 of the Petition. BellSouth affirmatively states that its positions on the issues raised by Rhythms are set forth in Paragraph 30 *et seq.* and are not repeated here.

23. BellSouth denies the allegations in Paragraph 23 of the Petition. BellSouth affirmatively states that its positions on the issues raised by Rhythms are set forth in Paragraph 30 *et seq.* and are not repeated here.

24. BellSouth admits that the high frequency portion of the loop must be priced at cost-based rates. BellSouth denies the remaining allegations in Paragraph 24 of the Petition. BellSouth affirmatively states that its positions on the issues raised by Rhythms are set forth in Paragraph 30 *et seq.* and are not repeated here.

25. BellSouth admits that the high frequency portion of the loop must be priced at cost-based rates. BellSouth further admits that it does not assign a loop cost to

the aggregate cost of providing its federally tariffed DSL service. BellSouth denies the remaining allegations in Paragraph 25 of the Petition. BellSouth affirmatively states that its positions on the issues raised by Rhythms are set forth in Paragraph 30 *et seq.* and are not repeated here. By way of further response, BellSouth states that the *Line Sharing Order* speaks for itself.

26. BellSouth denies the allegations in Paragraph 26 of the Petition.

27. BellSouth admits the allegations in the first two sentences of Paragraph 27 of the Petition. BellSouth denies the remaining allegations in Paragraph 27. BellSouth affirmatively states that its positions on the issues raised by Rhythms are set forth in Paragraph 30 *et seq.* and are not repeated here.

28. BellSouth denies the allegations in Paragraph 28 of the Petition. BellSouth affirmatively states that its positions on the issues raised by Rhythms are set forth in Paragraph 30 *et seq.* and are not repeated here. By way of further response, BellSouth states that the Act speaks for itself.

29. BellSouth is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29 of the Petition, and therefore denies the same.

30. **Issue No. 1: Should BellSouth be required to provide a menu of three splitter network configurations to address ALECs' differing business needs in all requesting central offices by June 6, 2000?**

BellSouth's Position: No. One of the options Rhythms is requesting is to own the splitter and place it in its collocation space. The FCC was clear in the Line Sharing Order that BellSouth "may maintain control over the loop and splitter equipment and

functions.” *Line Sharing Order*, at ¶ 76. If Rhythms were to place a Rhythms-owned splitter in its collocation space, BellSouth would have no access to, and thus no control over, that splitter equipment. BellSouth is thus not obligated to allow Rhythms to place its splitter in its collocation space. In order to ensure that line sharing is implemented by the June 6, 2000, BellSouth has only agreed thus far to obtain the splitter and locate it in a common area accessible both to BellSouth and to the ALECs. After the June 6, 2000 implementation deadline, BellSouth will begin to work through the operational issues necessary to permit the ALEC to obtain and own the splitter and place it in the ALEC’s collocation arrangement. BellSouth would also be willing, at that time, to consider Rhythms other option, which is to place a Rhythms-owned splitter in the common space.

31. **Issue No. 2: If BellSouth owns the splitter, should it provide splitter functionality to ALECs on a line-at-a-time and/or shelf-at-a-time basis?**

BellSouth Position: No. Our current OSS does not permit BellSouth to deploy one splitter at a time. Furthermore, once CLEC-owned splitters are deployed in CLEC collocation spaces, if BellSouth-owned splitters are sold on a line-by-line basis, the potential for arbitrage exists. In high density areas, CLECs will undoubtedly elect to own the splitter or lease a full shelf, but in low density areas the risk would be shifted to BellSouth and CLECs would order on a line-by-line basis.

32. **Issue No. 3: Is thirty (30) calendar days the appropriate interval for collocation cabling augments to provide line sharing?**

BellSouth position: No. Cabling augments for line sharing must be governed by the same intervals applicable to any other collocation augmentations. In the situation of a collocation augmentation, whether for line sharing or for voice grade services, there is

physical work that must be done by BellSouth. There are no grounds to distinguish the work done in the line sharing context from the work done in the voice grade services context – both situations require identical work and therefore identical intervals. Moreover, because there is no difference in an augmentation for line sharing and an augmentation for voice grade services, it would be discriminatory to give data providers expedited intervals over voice service providers.

BellSouth's standard intervals for collocation augmentation are appropriate and necessary. If the ALEC plans its network and its line sharing deployment appropriately, the ALEC can order collocation augmentation sufficiently in advance such that its deployment of services should never be delayed.

33. **Issue No. 4: Should BellSouth be required to provide ALECs with direct access to the shared physical loop for testing purposes at any technically feasible point?**

BellSouth Position: No. BellSouth's only obligation under the Line Sharing Order is to provide the CLECs test access; BellSouth is not obligated to give such access at any technically feasible point. For BellSouth-owned splitters, BellSouth is giving CLECs test access at the splitter via a bantam jack. The CLEC also has test access at the NID. This gives CLECs test access at both ends of the shared loop.

34. **Issue No. 5: Should BellSouth be required to provide the Line Sharing UNE in a three business day interval from June 6 to September 6, in a two day business interval from September 7 to December 7, and in a one day interval thereafter and a five business day interval for loops that require deconditioning?**

BellSouth position: BellSouth will provide a Firm Order Confirmation (“FOC”) for line sharing orders in a 2 business day interval (although this interval is expected to decrease when ALECs move to electronic ordering for line sharing). For 1 – 5 line sharing orders at the same address, BellSouth will provision the service in 3 business days after the FOC is returned. For 6-10 lines at the same address, the interval is 5 business days after the FOC is returned, and greater than 10 lines at the same address will be negotiated between the parties. These intervals are the same intervals BellSouth provides to its wholesale ADSL service and thus are appropriate. Because loop deconditioning is case specific, all intervals for the loop modification UNE should be negotiated between the parties.

35. **Issue No. 6: What are the appropriate recurring and non-recurring charges for all elements of the line sharing UNE?**

BellSouth Position: BellSouth has filed cost studies and proposed rates for all elements of the line sharing UNE in Docket No. 990649-TP, which it hereby incorporates by reference, and requests that the Commission adopt such rates as permanent line sharing rates.

36. **Issue No. 7: In addition to providing line sharing over home run copper loops, must BellSouth also allow ALECs to provide xDSL services utilizing line sharing on loops that traverse fiber-fed digital loop carrier (“DLC”) systems between the remote terminal and the central office?**

BellSouth Position: BellSouth will provide line sharing over fiber-fed DLC by allowing the ALEC to collocate in the BellSouth remote terminal and providing the

ALEC line sharing on the existing copper sub-loop. This is the means by which BellSouth will provide line sharing over fiber-fed facilities.

37. **Issue No. 8: Should ALECs have direct electronic access to BellSouth's operational support systems ("OSS")?**

BellSouth Position: ALECs are not entitled to direct access to BellSouth's OSS. Rather, BellSouth is obligated to "provide requesting carriers the same underlying information that the ILEC has in any of its own databases or other internal records" with respect to loop makeup information. *Third Report and Order*, ¶ 427. BellSouth will provide ALECs with non-discriminatory access to the loop qualification information that is available to BellSouth, so that ALECs can make an independent judgment about whether a particular loop is capable of supporting the advanced services equipment that the ALEC intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies. BellSouth shall make such information available to the ALECs in accordance with the *Third Report and Order*. BellSouth is developing an electronic interface to its Loop Facility Assignment Control System ("LFACS") with a targeted date of third quarter 2000 for implementation. ALECs currently have electronic access to BellSouth's Loop Qualification System.

CLECs do not need access to the Trunk Inventory Record Keeping System (“TIRKS”) because the TIRKS system contains only working circuit information. Thus, loop makeup information is stored in TIRKS on a per circuit basis. The makeup is passed to TIRKS from LFACS or by examination of the plats when new service is ordered. TIRKS cannot be accessed on a per terminal basis to determine makeups for specific cables, to specific customer addresses. Data on loop makeup can only be retrieved on a per circuit basis.

38. **Issue No. 9: In order to consider the installation of the line sharing UNE complete, must BellSouth test and the ALEC affirmatively accept the line sharing UNE?**

BellSouth Position: Line Sharing orders are provided over non-design circuits; thus, BellSouth does not notify the ALEC when an order is closed. This policy is appropriate and reasonable. When BellSouth works an order on a non-design circuit, BellSouth tests the BellSouth equipment and facilities, closes the order, and the order auto-completes that same day. BellSouth should not be required to wait for the ALEC to perform testing before BellSouth can close the order and consider the due date met. BellSouth is not in control of the ALEC’s testing, or of its provisioning process and should not be obligated to delay the completion of its installation for potentially days or weeks waiting on a ALEC to complete testing. The ALEC is free to test the circuit at any point after BellSouth completes the order; if a problem is found, the ALEC can submit a trouble ticket and BellSouth will address the issue.

39. **Issue No. 10: What is the appropriate maintenance and repair time interval?**

BellSouth Position: Line Sharing orders are the equivalent of standard non-design circuits and thus should be treated the same as POTS service. The standard maintenance and repair interval for POTS is a targeted 24 hours. Because BellSouth commits to a standard maintenance and repair interval for POTS (and line sharing) of a targeted 24 hours, the hours during which the trouble tickets are worked should be irrelevant to the ALEC.

40. **Issue No. 11: Should BellSouth pay for the cable that carries voice traffic from the ALEC's splitter back to BellSouth's main distribution frame ("MDF")?**

BellSouth Position: This issue is only relevant in situations in which the ALEC owns the splitter and places it in its collocation arrangement. In those situations, the ALEC bears the burden of paying for the second cross-connect from the splitter to the MDF. Such cost allocation is appropriate because but for the obligation to provide line sharing to the ALEC, BellSouth would not incur the cost of the second cross-connect. The second cross-connect is a cost caused by the ALEC, and therefore should be borne by the ALEC.

41. **Issue No. 12: What, if any, charges for OSS upgrades should ALECs pay to ILECs to accommodate line sharing?**

BellSouth Position: BellSouth agrees in concept with Rhythms' position that ALECs should be required to pay for only those charges to OSS upgrades that are uniquely caused by ALECs ordering line sharing. The parties disagree, however, as to the charges that are attributable to ALECs ordering line sharing. The Commission should adopt the line sharing rates filed by BellSouth in Docket No. 990649-TP which it hereby

incorporates by reference. These rates reflect the costs incurred to modify BellSouth's legacy systems to support the line sharing product.

42. **Issue No. 13: Should BellSouth be allowed to charge for de-conditioning (or sometimes referred to as "conditioning") a loop to provide line sharing and, if so, what should that charge be?**

BellSouth Position: BellSouth is entitled to charge ALECs for loop modification costs pursuant to the *Line Sharing Order*. The Commission should adopt the rates for the loop modification UNE filed in Docket No. 990649-TP which it hereby incorporates by reference.

43. **Issue No. 14: Should ALECs pay for BellSouth to determine whether a loop desired for line sharing is capable of providing DSL and, if so, what should that charge be?**

BellSouth Position: First, BellSouth should not be obligated to determine whether a loop is capable of providing DSL over a particular CLEC's equipment. Each CLEC may use different equipment and that equipment may have different capabilities. To the extent the issue is intended to address loop make-up information, BellSouth should be able to charge ALECs for access to Loop Makeup Information. BellSouth filed rates for Loop Qualification, both electronic and service inquiry with loop makeup, in Docket No. 994609-TP, which BellSouth hereby incorporates by reference, and request that the Commission adopt such rates.

44. **Issue No. 15: Should BellSouth be prohibited from deploying new technologies or otherwise engaging in activities that impede ALEC's provision of xDSL services?**

BellSouth Position: No. The FCC was very clear in the Line Sharing Order that ILECs may upgrade their facilities and deploy new technologies. Specifically, the FCC ruled that ILECs are not restrained “from migrating customers from copper to fiber loop facilities.” *Line Sharing Order*, at ¶ 80. With respect to the deployment of new technologies, BellSouth will comply with its obligations in the *Line Sharing Order*.

45. **Issue No. 16: Should BellSouth be required to share with ALECs its fiber DLC deployment plans?**

BellSouth Position: BellSouth should not be obligated to provide ALECs with its fiber deployment plans. These plans are highly proprietary, and contain sensitive competitive information that could be detrimental to BellSouth’s ability to compete in the market if disclosed publicly. Moreover, BellSouth’s fiber deployment plans are not relevant to the ALECs’ provision of DSL services in that the information needed by the ALECs is information related to copper facilities, not fiber facilities.

46. BellSouth denies that Rhythms is entitled to an expedited arbitration proceeding, and denies that Rhythms is entitled to any of the relief set forth in its Petition. BellSouth affirmatively asserts that the Commission should adopt BellSouth’s position on each of the issues set forth herein.

47. Any allegations herein not specifically admitted are hereby denied.

This 22nd day of May, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White

Nancy B. White
150 West Flagler Street, Suite 1910
Miami, Florida 33130
(305) 347-5558

R. Douglas Lackey
R. Douglas Lackey
J. Phillip Carver
675 West Peachtree Street, Suite 4300
Atlanta, Florida 30375

213449