

# AUSLEY & MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET  
P.O. BOX 391 (ZIP 32302)  
TALLAHASSEE, FLORIDA 32301  
(850) 224-9115 FAX (850) 222-7560

May 7, 2001

## BY HAND DELIVERY

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

010302-TP

Re: Petition of ALLTEL Communications, Inc. for arbitration with BellSouth Telecommunications, Inc. pursuant to Sec. 252 of the Telecommunications Act of 1996 respecting an Interconnection Agreement.


Dear Ms. Bayó:

Enclosed for filing on behalf of ALLTEL Communications, Inc. are the original and fifteen (15) copies of its Revised List of Disputed Issues. We are also submitting the List and Revised Exhibit C on a 3.5" high-density diskette using Microsoft Word 97 format, Rich Text.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,

  
J. Jeffrey Wahlen

Enclosures

cc: All parties of record  
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DOCUMENT NUMBER-DATE

05740 MAY-7 01

FPSC-RECORDS/REPORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: )  
 )  
Petition of ALLTEL Communications, Inc. ) Filed: May 7, 2001  
for arbitration with BellSouth Telecommuni- ) Docket No.: 010302-T p  
cations, Inc. pursuant to Sec. 252 of the )  
Telecommunications Act of 1996 respecting )  
an Interconnection Agreement )  
\_\_\_\_\_ )

**ALLTEL'S REVISED LIST OF DISPUTED ISSUES**

ALLTEL Communications, Inc., formerly known as ALLTEL Long Distance, Inc., ("ALLTEL") through its undersigned counsel, hereby files ALLTEL's Revised List of Disputed Issues with the Florida Public Service Commission ("Commission") in connection with the above entitled matter.

On March 8, 2001 ALLTEL filed and served its Petition for Arbitration in this matter seeking the Commission's assistance in resolving eighteen disputed issues which ALLTEL and BellSouth Telecommunications, Inc. ("BellSouth") previously had been unable to resolve during their negotiations for a new interconnection agreement ("Follow-on Agreement") to replace their existing interconnection agreement. Since then, ALLTEL and BellSouth have continued to negotiate and have resolved all but six issues. It is ALLTEL's understanding that, as of the "issues identification conference" which has been scheduled by the Commission for May 8, 2001, the only remaining disputed issues between the parties are as follows:

**Order Coordination -- Time Specific**

**Issue 17: Should BellSouth be forced to forego the non-recurring charge for Order Coordination -- Time Specific service orders if the parties reschedule the conversion because BellSouth is unable to perform the conversion within one hour of the time specified on the order?**

**Enhanced Extended Loops ("EELs") Issues**

**Issue 23: What terms and conditions should govern BellSouth's provisioning of enhanced extended loops "EELs") and other combinations of network elements to ALLTEL? [Attachment 2, §§ 5.3.3, 5.3.8.1, 5.3.8.2, 5.3.3.8.3, and 5.4]<sup>1</sup>**

**Issue 25: Can ALLTEL petition this Commission for a waiver when it seeks to convert tariffed special access services to UNEs of UNE combinations that do not qualify under any of the three safe harbor options set forth in the agreement? [Attachment 2, §5.3.7.2]**

**Provisioning and Performance Measures and Enforcement Issues**

**Issue 39: Should BellSouth's Products and Services Interval Guide be incorporated into the interconnection agreement? [Attachment 6, §3.9]**

**Issue 40: When should enforcement mechanisms for service quality measurements become effective? [Attachment 9, §4.2]**

**Issue 42: What is the relevant period for determining whether penalties for failure to meet service quality measurements should be assessed? [Attachment 9, Es. C, pp. 2, 3, 4, and 6]**

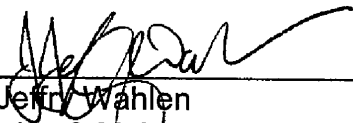
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<sup>1</sup> Attached hereto as "Revised Exhibit C" is the text of the contract language submitted by each of the parties which is in dispute regarding each of the Issues.

Respectfully submitted this 7<sup>th</sup> day of May, 2001.

ALLTEL Communications, Inc.  
Stephen T. Refsell  
Vice President - Law  
ALLTEL Corporate Services, Inc.  
One Allied Drive  
Little Rock, AR 72202  
501-905-5637 (Telephone)  
501-905-5489 (Fax)

and

  
\_\_\_\_\_  
J. Jeffrey Wahlen  
Ausley & McMullen  
Post Office Box 391  
Tallahassee, FL 32302

or

227 South Calhoun  
Tallahassee, FL 32301  
Telephone: (850) 425-5471  
Facsimile: (850) 222-7560  
jwahlen@ausley.com

Attorneys for ALLTEL Communications,  
Inc.


**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail or hand delivery (\*) this 7<sup>th</sup> day of May, 2001, to the following:

Jason Fudge \*  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

BellSouth Telecommunications, Inc. \*  
Ms. Nancy B. White  
c/o James Meza III  
150 South Monroe Street, Suite 400  
Tallahassee, FL 32301

R. Douglas Lackey  
Andrew D. Shore  
BellSouth Telecommunications, Inc.  
Suite 4300, BellSouth Center  
Atlanta, GA 30375

  
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Attorney

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**Revised Exhibit C: Contract Language Proposals Regarding Unresolved Issues**

[Language in **BOLD** is proposed by ALLTEL; double underlined is proposed by BellSouth.]

**Issue 17 – Attachment 2, Section 2.1.6 Order Coordination – Time Specific:**

2.1.6 “Order Coordination – Time Specific” (or “OC-TS”) refers to service order coordination in which ALLTEL requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate ALLTEL’s specific conversion time request. However, BellSouth reserves the right to negotiate with ALLTEL a conversion time based on load and force availability when necessary. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. ALLTEL may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If ALLTEL specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances. **BellSouth shall charge ALLTEL an additional charge for orders with OC-TS only if the conversion occurs within one hour of the time specified on the order. If BellSouth is not available or not ready within thirty (30) minutes of the specified time, the Parties will reschedule and BellSouth will waive the OC-TS additional nonrecurring charge for such OC-TS work whenever it is performed pursuant to an agreed-upon rescheduling.**

**BellSouth Proposal:**

BellSouth shall charge ALLTEL for orders with OC-TS only if the conversion appointment is met pursuant to the relevant state commission-approved service quality measurements or as provided for in attachment 9 and incorporated herein by this reference. In the event that an appointment must be rescheduled to another day, BellSouth will charge ALLTEL the OC-TS nonrecurring charge when the OC-TS work is performed. OCTS is a single per LSR charge and therefore is not subject to multiple non-recurring OCTS charges.

**Issue 23 – Attachment 2, Section 5.3 Enhanced Extended Loops “EELs”:**

[Language in **BOLD** is proposed by **ALLTEL**; double underlined is proposed by BellSouth.]

5.3.3 BellSouth shall provide EEL combinations to ALLTEL regardless of whether or not such EELs are Currently Combined.

BellSouth Proposal

BellSouth shall make available to ALLTEL those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to ALLTEL in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to ALLTEL only to the extent such network elements are Currently Combined.

5.3.8 Rates

5.3.8.1 **The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4 whether Currently Combined or new, are as set forth in Exhibit D of this Amendment.**

BellSouth Proposal

Subject to Section 5.3.2 and 5.3.3 preceding, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.

5.3.8.2 **On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth’s network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These**

**interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.**

**5.3.8.3 To the extent that ALLTEL seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, ALLTEL, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.**

**5.4 Other Network Element Combinations**

**5.4.1.1 BellSouth shall make available to ALLTEL, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network.**

**BellSouth Proposal**

**BellSouth shall make available to ALLTEL, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.**

**5.4.2 Rates**

**5.4.2.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit D of this Attachment.**

**BellSouth Proposal**

**The non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.**

**5.4.2.1.1 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.**



**5.4.2.1.2** To the extent that ALLTEL seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, ALLTEL, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

Issue 25 – Attachment 2, Section 5.3.7.2 Waiver Petition for Conversion:

[Language in **BOLD** is proposed by ALLTEL; double underlined is proposed by BellSouth.]

5.3.7.2 In addition, there may be extraordinary circumstances where ALLTEL is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, ALLTEL may petition the FCC **or the state commission** for a waiver of the local usage options set forth above. If a waiver is granted, then upon ALLTEL's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

Issue 39 – Att. 6, Section 3.9 Intervals:

[Language in **BOLD** is proposed by ALLTEL; double underlined is proposed by BellSouth.]

**3.9** Provisioning Intervals. The Parties have agreed to the provisioning intervals for Resale and Unbundled Network Elements as shown in Attachment 6, Exhibit A - BellSouth Products & Services Interval Guide, Issue 3, July, 2000 as stated or any shorter intervals as BellSouth may provide. The FOC interval would be as stated or as required by Attachment 9 Performance Measurements.

Issue 40 – Att. 9, Performance Mechanisms Effective Date:

Issue 42 – Att. 9, Performance Mechanisms Period for Noncompliance:

[Language in **BOLD** is proposed by ALLTEL; double underlined is proposed by BellSouth.]

4.2            Effective Date

The enforcement mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

4.5.3           Tier-3

Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State for given Enforcement Measurement Elements for three consecutive months in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D.

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