

# 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

August 17, 2001

## **BY HAND DELIVERY**

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

Re: ALLTEL Communications, Inc.; Docket No. 010302-TP

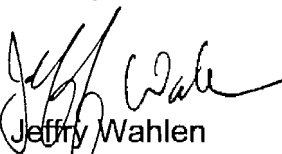
Dear Ms. Bayo:

Enclosed for filing on behalf of ALLTEL Communications, Inc. in the above-referenced docket are the original and fifteen (15) copies of ALLTEL's Prehearing Statement. We are also submitting the Prehearing Statement 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

JJW/jh

cc: Parties of Record

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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re:	)	
	)	Filed: August 17, 2001
Petition of ALLTEL Communications, Inc.	)	Docket No. 010302-TP
for arbitration with BellSouth Telecommuni-	)	
cations, Inc. pursuant to Sec. 252 of the	)	
Telecommunications Act of 1996 respecting	)	
an Interconnection Agreement	)	
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**ALLTEL'S PREHEARING STATEMENT**

Petitioner, ALLTEL Communications, Inc. ("ALLTEL" or the "Company"), pursuant to Order No. PSC-01-1127-PCO-TP, submits the following Prehearing Statement:

**A. WITNESS:** ALLTEL will offer the direct testimony of Jayne Eve on all issues. ALLTEL did not file rebuttal testimony.

**B. EXHIBITS:** The following exhibits were attached to the Direct testimony of Jayne Eve and will be offered by ALLTEL at the hearing:

<b>Number</b>	<b>Title</b>
JE-1	Existing Interconnection Agreement
JE-2	Interim Agreement
JE-3	Commencement Letter
JE-4	Issues Matrix
JE-5	Contract Language Proposals for Unresolved Issues

ALLTEL reserves the right to use additional exhibits during the cross-examination of BellSouth's witness.

**C. BASIC POSITION:**

Issues 1, 2 and 6 have been resolved by the Parties. ALLTEL's positions are consistent with the Telecommunications Act of 1996 and will promote local exchange competition. Therefore, the Commission should resolve Issues 3, 4 and 5 in favor of ALLTEL's position.

**D-G. ISSUES AND POSITIONS:**

**Issue 1:** 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?

**Position:** This issue has been resolved.

**Issue 2:** What terms and conditions should govern BellSouth's provisioning of enhanced extended loops ("EELs") and other combinations of network elements to ALLTEL?

**Position:** This issue has been resolved.

**Issue 3:** 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?

**Position:** The FCC has provided that a waiver might be appropriate when a CLEC seeks to convert an existing BellSouth special access service facility to a UNE combination, even though the CLEC does not meet any of the three safe-harbor circumstances. ALLTEL proposes being able to petition either the FCC or this Commission for such a waiver because the primary issue involved is the amount and nature of local exchange traffic. This approach will provide an alternative and expedited way for ALLTEL to be able to convert special access facilities to UNE combinations.

**Issue 4:** Should BellSouth's Products and Services Interval Guide be incorporated into the interconnection agreement?

**Position:** Yes. Under ALLTEL's proposal, BellSouth would be required to include its order interval "guides" or "targets" in the Interconnection Agreement and would be allowed to unilaterally shorten (but not lengthen) them without notice to ALLTEL. If BellSouth desires to lengthen them in a manner detrimental to ALLTEL, ALLTEL would then have the right and opportunity to negotiate for different intervals. ALLTEL's proposal will provide ALLTEL a level of certainty that will improve its business planning and ability to effectively and efficiently serve its customers.

**Issue 5:** When should enforcement mechanisms for service quality measurements become effective?

**Position:** The enforcement mechanisms should be effective on an interim basis as soon as the Interconnection agreement is filed with and approved by the Commission. Upon commencement of negotiations between ALLTEL and BellSouth in September, 2000 for a Follow-on Agreement, BellSouth offered ALLTEL BellSouth's Regional Service Quality Measurements ("SQMs") and Voluntary Self-Effectuating Enforcement Measurements ("VSEEMs"), Version 2Q00:8/2/00, which contained BellSouth's generally available regional performance measurements and remedy plan. At the time, these SQMs and VSEEM were contained in Exhibits A, B, C, D and E, located on the BellSouth website. BellSouth proposed to include them in the Follow-on Agreement as Attachment 9 -- Performance Measures. ALLTEL has agreed to accept the BellSouth SQM and VSEEM, Version 2Q00:8/2/00 and Exhibits A, B, C, D and E, as initially presented by BellSouth with a modification. ALLTEL has proposed that the

performance measurement and remedy plan should be effective immediately, not upon BellSouth's obtaining §271 approval as proposed by BellSouth.

ALLTEL needs to have such enforcement procedures in place on an interim basis while the generic docket is pending (including an reconsideration proceeding and any judicial review period). As an interim measure with respect to this Follow-on Agreement and to assist competition while Florida's generic Docket No. 000121-TP is progressing, this Commission should implement (i) the performance measurements and remedy plan ordered regarding BellSouth in Georgia Docket No. 7892-U or (ii) in the alternative, the version of Attachment 9 which was originally proposed to ALLTEL by BellSouth in this case (except for the provision delaying implementation until BellSouth obtains §271 relief.

**Issue 6:** What is the relevant period for determining whether penalties for failure to meet service quality measurements should be assessed?

**Position:** This issue has been resolved.

H. **STIPULATIONS:** The Company is not aware of any pending stipulations at this time.

I. **PENDING MOTIONS:** The Company is not aware of any pending motions at this time.

J. **COMPLIANCE WITH ORDER ON PREHEARING PROCEDURE:**

The Company does not know of any requirement of the Order on Prehearing Procedure with which it cannot comply.

Respectfully submitted this 17th day of August, 2001.

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

and



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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 17<sup>th</sup> day of August, 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 32301-1556

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

Attorney

A handwritten signature in black ink, appearing to be "R. Douglas Lackey", is written over a horizontal line. The signature is cursive and somewhat stylized.