

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

February 20, 2006

VIA HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Re: Docket Nos. 050119-TL and 050125-TP

Dear Ms. Bayo:


Enclosed for filing in the above docket are the original and fifteen (15) copies of Alltel's Pre-Hearing Statement.

We are also submitting the Statement of Positions 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. Jeffry Wahlen

Enclosure

cc: All Parties of Record (w/encls.)

DOCUMENT NUMBER DATE

01458 FEB 20 8

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition by TDS Telecom d/b/a TDS Telecom/Quincy Telephone; ALLTEL Florida, Inc.; Northeast Florida Telephone Company d/b/a NEFCOM; GTC, Inc. d/b/a GT Com; Smart City Telecom; ITS Telecommunications Systems, Inc.; and Frontier Communications of the South, LLC ["Joint Petitioners"] objecting to and requesting suspension and cancellation of proposed transit traffic service tariff filed by BellSouth Telecommunications, Inc.
In re: Petition and complaint for suspension and cancellation of Transit Traffic Service Tariff No. FL2004-284 filed by BellSouth Telecommunications, Inc., by AT&T Communications of the Southern States, LLC.

DOCKET NO. 050119-TP

DOCKET NO. 050125-TP

Filed 2.20.06

ALLTEL'S PRE-HEARING STATEMENT

ALLTEL Florida, Inc. ("ALLTEL" or the "Company"), pursuant to Order No. PSC-05-1206-PCO-TP, submits the following Pre-hearing Statement:

A. WITNESSES: None.

B. EXHIBITS: None.

C. BASIC POSITION: It is preferable for carriers to establish terms and conditions governing the exchange of traffic, including transit service when appropriate, through negotiation without the involvement of any third party, including the Commission. However, when carriers are unable to reach agreement, Commission developed guidelines are preferable to repetitive arbitration between individual carriers. Those guidelines should recognize the value of carrier networks and provide compensation for

DOCUMENT NUMBER-DATE

01458 FEB 20 8

FPSC-COMMISSION CLERK

the terminating carrier and the transit provider under non-discriminatory terms and conditions.

D-G. ISSUES AND POSITIONS:

Issue 1: Is BellSouth's Transit Service Tariff an appropriate mechanism to address transit service provided by BellSouth?

Position: Alltel believes a negotiated agreement is the appropriate mechanism to address the provision of transit service. However, if the Commission determines that a tariff is appropriate in the absence of a contract or agreement, then the tariff should contain the general guidelines established by the Commission in this proceeding.

Issue 2: If an originating carrier utilizes the services of BellSouth as a tandem provider to switch and transport traffic to a third party not affiliated with BellSouth, what are the responsibilities of the originating carrier?

Position: The originating carrier is responsible for delivery of its traffic to the tandem provider with appropriate call detail information so that the call can be properly routed to and terminated by the terminating carrier, and to compensate the tandem provider for the transit service. Additionally, the originating carrier is responsible upon request, to negotiate an agreement with the terminating carrier for the mutual exchange of local traffic not covered by tariff.

Issue 3: Which carrier should be responsible for providing compensation to BellSouth for the provision of the transit transport and switching services?

Position: The originating carrier should be responsible for providing compensation to BellSouth for the provision of the transit transport and switching services.

Issue 4: What is BellSouth's network arrangement for transit traffic and how is it typically routed from an originating party to a terminating third party.

Position: Alltel agrees with BellSouth's description in its direct testimony of its network arrangement for transit traffic.

Issue 5: Should the FPSC establish the terms and conditions that govern the relationship between an originating carrier and the terminating carrier, where BellSouth is providing transit service and the originating carrier is not interconnected with, and has no interconnection agreement with, the terminating carrier? If so, what are the appropriate terms and conditions that should be established?

Position: Yes, the Commission should set guidelines in this proceeding that the originating and terminating carriers would adhere to only in the event that they could not reach agreement themselves.

Issue 6: Should the FPSC determine whether and at what traffic threshold level an originating carrier should be required to forego use of BellSouth's transit service and obtain direct interconnection with a terminating carrier? If so, at what traffic level should an originating carrier be required to obtain direct interconnection with a terminating carrier?

Position: No. The carrier responsible for paying the transit charge should make business decisions as to how it routes and delivers traffic to terminating carriers based on traffic volumes and economics, including the fee paid to the transit provider.

Issue 7: How should transit traffic be delivered to the Small LEC's networks?

Position: Each Small LEC, in conjunction with the transit provider, should determine how transit traffic should be delivered to its network.

Issue 8: Should the FPSC establish the terms and conditions that govern the relationship between BellSouth and a terminating carrier, where BellSouth is providing transit service and the originating carrier is not interconnected with, and has no interconnection agreement with, the terminating carrier? If so, what are the appropriate terms and conditions that should be established?

Position: Yes, the Commission should set guidelines in this proceeding that the transit provider and terminating carrier would adhere to only in the event that they could not reach agreement themselves. The terminating carrier should have the ability to negotiate an agreement with the originating carrier for the mutual exchange of local traffic not otherwise covered by a tariff.

Issue 9: Should the FPSC establish the terms and conditions of transit traffic between the transit service provider and the Small LECs that originate and terminate transit traffic? If so, what are the terms and conditions?

Position: Yes, the FPSC should establish guidelines in this proceeding that the transit provider and Small LECs would adhere to only in the event that they could not reach agreement themselves.

Issue 10: What effect does transit service have on ISP bound traffic?

Position: Alltel takes no position on this issue at this time.

Issue 11: How should charges for BellSouth's transit service be determined? (a) What is the appropriate rate for transit service? (b) What type of traffic do the rates identified in (a) apply?

Position: (a) The rate for transit service should be nondiscriminatory. (b) The rate should be applied to local traffic that transits the BellSouth network and is terminated to a third-party carrier.

Issue 12: Consistent with Order Nos. PSC-05-0517-PAA-TP and PSC-05-0623-CO-TP, have the parties to this docket (parties) paid BellSouth for transit service provided on or after February 11, 2005? If not, what amounts if any are owed to BellSouth for transit service provided since February 11, 2005?

Position: Alltel has paid BellSouth for transit service provided on or after February 11, 2005 consistent with Order Nos. PSC-05-0517-PAA-TO and PSC-05-0623-CO-TP.

Issue 13: Have parties paid BellSouth for transit service provided before February 11, 2005? If not, should the parties pay BellSouth for transit service provided before February 11, 2005, and if so, what amounts, if any, are owed to BellSouth for transit service provided before February 11, 2005?

Position: No. Alltel has not paid BellSouth for transit service provided before February 11, 2005 and believes that no amounts are owed to BellSouth for transit service provided before February 11, 2005.

Issue 14: What action, if any, should the FPSC undertake at this time to allow the Small LECs to recover the costs incurred or associated with BellSouth's provision of transit service?

Position: If the FPSC takes any action on costs recovery, it should be to establish a mechanism whereby small ILECs can recover the additional costs of transit expense from their own end-user customers.

Issue 15: Should BellSouth issue an invoice for transit services and if so, in what detail and to whom?

Position: Yes. BellSouth should submit an invoice with sufficient details of call records and other information necessary to determine the accuracy and completeness of the charges to the originating carrier.

Issue 16: Should BellSouth provide to the terminating carrier sufficiently detailed call records to accurately bill the originating carrier for call termination? If so, what information should be provided by Bellsouth?

Position: Yes. BellSouth should provide unaltered call detail records in the EMI Category 11 – Carrier Access Usage format including the actual originating number, the CIC of the originating carrier and the LRN and the OCN.

Issue 17: How should billing disputes concerning transit service be addressed?

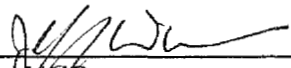
Position: Billing disputes should be addressed pursuant to the dispute resolution process in the contract or agreement.

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

I. **PENDING MOTIONS:** The Company has not filed any motions and is not aware of any pending motions directed at Alltel at this time.

J. **COMPLIANCE WITH ORDER ON PREHEARING PROCEDURE:** The Company does not know of any requirement of the Order on Pre-hearing Procedure with which it cannot comply.

Respectfully submitted this 20th day of February, 2006.



J. Jeffrey Wahlen
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302
Telephone: (850) 425-5471
jwahlen@ausley.com

ATTORNEYS FOR ALLTEL
FLORIDA, INC.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail this 20th day of February, 2006, to the following:

Tracy Hatch
AT&T
101 N. Monroe St., Suite 700
Tallahassee, FL 32301-1549

Benjamin H. Dickens
Blooston Law Firm
2120 L Street, NW, Suite 300
Washington, DC 20037

R. Mark Ellmer
GT Com
P. O. Box 220
Port St. Joe, FL 32457-0220

Deborah Nobles
NEFCOM
505 Plaza Circle, Suite 200
Orange Park, FL 32073-9409

Smart City Telecom
P.O. Box 22555
Lake Buena Vista, FL 32830-2555

Charles F. Palmer
Troutman Sanders LLP
600 Peachtree Street
5200 Bank of America Plaza
Atlanta, GA 30308-2216

N.B. White/R.D. Lackey/M. Mays
BellSouth Telecommunications
150 S. Monroe St., Suite 400
Tallahassee, FL 32301-7798

Christine Burke
Frontier Communications
180 S. Clinton Avenue
Rochester, NY 14646-1803

Robert M. Post, Jr.
ITS Telecommunications
P. O. Box 277
Indiantown, FL 34956-0277

K. Hoffman, M. McDonnell/M. Rule
Rutledge law Firm
P. O. Box 551
Tallahassee, FL 32302-0551

Thomas M. McCabe
TDS Telecom/Quincy Telephone
P. O. Box 189
Quincy, FL 32353-0189

Elaine Critides
Verizon Wireless
Legal & External Affairs Department
1300 I Street, N.W. – Suite 400 West
Washington, DC 20005

Attorney

