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October 18, 2001

Mrs. Blanca S. Bay6  
Division of the Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No. 010302-TP (ALLTEL)**

Dear Ms. Bayó:

Enclosed is **BellSouth Telecommunications, Inc.'s** Brief, 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,



Andrew D. Shore

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

**CERTIFICATE OF SERVICE**  
**Docket No. 010302-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S. Mail this 18th day of October, 2001 to the following:

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Andrew D. Shore

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: ) Docket No.: 010302-TP  
)  
Petition of ALLTEL Communications, )  
Inc. for Arbitration of an )  
Interconnection Agreement )  
with BellSouth Telecommunications, )  
Inc. pursuant to the )  
Telecommunications Act of 1996 )  
\_\_\_\_\_ ) Filed: October 18, 2001

**BRIEF OF BELLSOUTH TELECOMMUNICATIONS, INC.**

BellSouth Telecommunications, Inc. (“BellSouth”) hereby respectfully submits its Brief addressing the one issue that remains disputed between it and ALLTEL Communications, Inc. (“ALLTEL”) in this arbitration.’ For the reasons explained below, the Commission should adopt BellSouth’s position on this issue and order the parties to incorporate BellSouth’s proposed language into the parties’ interconnection agreement.

**ISSUE 4: Should BellSouth’s Product and Services Interval Guide be incorporated into the interconnection agreement?**

**Summary of BellSouth’s Position**

\*\*\* No. The target provisioning intervals set forth in the Guide are not the standard to determine whether BellSouth is providing ALLTEL nondiscriminatory access to BellSouth’s network. ALLTEL’s claim that BellSouth would otherwise lengthen intervals without notice to ALLTEL is unfounded and contrary to the notice requirements in the agreement. \*\*\*

## Discussion

BellSouth's Product and Services Interval Guide ("Guide"), which BellSouth makes available to ALECs via its website, contains target provisioning intervals that are intended to provide ALECs with a reasonable expectation as to when a product or service will normally be provisioned, assuming no extraordinary conditions. (Cox Direct at 9) The Guide is not part of any interconnection agreement between BellSouth and an ALEC. (Cox depo. at 6) ALLTEL contends, nevertheless, that the Guide should be part of its interconnection agreement with BellSouth in Florida.\* For the following reasons, it should not.

BellSouth is required by the Telecommunication Act of 1996 to provide ALECs with nondiscriminatory access to UNEs and interconnection. This parity obligation means that BellSouth must provide services to ALECs in substantially the same time and manner that BellSouth provides services to its retail customers. This Commission has established a performance measurements plan for BellSouth that is intended to measure whether BellSouth is providing interconnection and UNEs in a nondiscriminatory manner. (Cox Direct at 9; Cox Rebuttal at 4-5) The target intervals set forth in the Guide are not the standard to determine whether BellSouth is providing ALECs with nondiscriminatory access to its network.

ALLTEL's sole argument in favor of making the Guide part of its interconnection with BellSouth is its claim that, unless the Guide is incorporated into the parties' interconnection agreement, BellSouth will lengthen the target intervals set forth in its Guide "without notice" to ALLTEL, thereby impairing ALLTEL's ability to deliver quality service to its customers. (Eve Direct at 10; Eve depo. at 9) ALLTEL's "concern" is unfounded. First, BellSouth does not

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<sup>1</sup> The parties settled Issue No. 3 after the hearing on September 24, 2001.

<sup>2</sup> The Guide is not part of ALLTEL's interconnection agreement with BellSouth in any other State.

arbitrarily revise its target intervals. BellSouth will lengthen an interval only if it first determines that the target generally is not attainable. (Cox Rebuttal at 5)

Second, BellSouth does not change its target intervals without providing ALLTEL with ample notice. When BellSouth makes a change to the Guide, it posts a Carrier Notification letter explaining the change to its Interconnection website 30 days prior to posting the new Guide. In fact, Section 36.3 of the General Terms and Conditions in the proposed Interconnection Agreement (which has been agreed to by the parties) requires BellSouth to provide 30 days notice. It states:

BellSouth will post changes to business processes and policies, and any other information of general applicability to ALECs 30 calendar days prior to the effective date thereof. When an inter-net posting is made pursuant to this section or as described elsewhere in this Agreement, BellSouth shall send ALLTEL notification of such posting to any electronic mail address provided by ALLTEL for this purpose.

ALLTEL's witness, Ms. Eve, testified that 30 days notice was sufficient to allow ALLTEL to make the necessary changes to its order processing so as to not negatively impact service to its customers. (Eve depo. at 8)

Third, ALLTEL has not cited a single, concrete example of BellSouth lengthening an interval without notice to ALLTEL. Nor has it cited **any instance where** BellSouth's **extension of** an interval adversely impacted the level of service ALLTEL provides to its customers.

Finally, ALLTEL points to no provision in the Act or to any FCC rule or other authority that requires BellSouth to make the target intervals in its Guide part of an interconnection agreement. There is no basis in law or in fact to incorporate the Product and Services Interval Guide into the parties' interconnection agreement. ALLTEL arbitrated this issue with BellSouth in South Carolina, and the Public Service Commission of South Carolina determined that the

Guide should not be a part of the parties' interconnection agreement. *Order on Arbitration*, Docket No. 2001-3 1-C, Order No. 2001-328 (April 16, 2001), at 51-52. This Commission should reach the same conclusion and should direct the parties to include BellSouth's proposed language in their interconnection agreement.

Respectfully submitted this 18th day of October, 2001.



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