

RECEIVED-FPSC

BellSouth Telecommunications, Inc 850 224-7798
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150 South Monroe Street
Tallahassee, Florida 32301-1556

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Marshall M. Criser III
Regulatory Vice President

RECORDS AND
REPORTING

October 24, 2000

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

001601-TP

Re: Approval of the Interim Interconnection Agreement by BellSouth Telecommunications, Inc. ("BellSouth") and ALLTEL Communications, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996 – adopting the agreement between BellSouth and The Other Phone Company, Inc. d/b/a Access One Communications, Inc.

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and ALLTEL Communications, Inc. are submitting to the Florida Public Service Commission their negotiated interim agreement for the interconnection, resale and collocation of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to ALLTEL Communications, Inc. The interim agreement was negotiated pursuant to sections 251, 252 and 271 of the Act and will be effective for one year or until such time as ALLTEL and BellSouth complete the negotiations or arbitration of an interconnection agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated interim agreement between BellSouth and ALLTEL Communications, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,



Regulatory Vice President

(22)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between ALLTEL Communications, Inc. and BellSouth Telecommunications, Inc., dated 06/27/2000, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	1
Exhibit 1	2
Exhibit 2	1
TOTAL	4

08/09/00

**Interim Agreement
by and between
BellSouth Telecommunications, Inc.
and ALLTEL Communications, Inc.
Florida**

This Notice of Agreement ("Notice") is made by and between ALLTEL Communications, Inc. ("ALLTEL"), incorporated under the laws of the State of Delaware, on behalf of itself and its successors and assigns, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns, and shall be deemed effective as of June 27, 2000.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

NOW, THEREFORE, by this Notice and in consideration of the promises and mutual covenants contained herein, ALLTEL and BellSouth state the following:

1. BellSouth will make available to ALLTEL at ALLTEL's request specific conversion times for UNE Loops. Provisions for specific conversion times are as set forth in Exhibit 1 to this Agreement.
2. The interim rates for the provision of specific conversion times are set forth in Exhibit 2 to this Agreement.
3. The term of this Agreement shall be for one year or until such time as ALLTEL and BellSouth complete the negotiations or arbitration of an interconnection agreement pursuant to section 252 of the Act.

IN WITNESS WHEREOF, the Parties' hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

Signature

Jerry Hendrix

Name

Senior Director

Title

Date

8/9/00

ALLTEL Communications, Inc.

Signature

Steve Rowell

Name

Sr. Vice President - State Government Affairs

Title

July 28, 2000

Date

Exhibit 1

1. Definition

A loop is a transmission facility between a distribution frame [cross-connect], or its equivalent, in a BellSouth central office or wire center, and the network interface device at a subscriber's premises, to which ALLTEL is granted exclusive use. This includes, but is not limited to two-wire and four-wire analog voice-grade loops, and two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide ISDN, ADSL, HDSL, and DS1-level signals. Two-wire analog voice-grade loops may be provisioned as Service Level 1 (SL1) or Service Level 2 (SL2). SL1 loops are non-designed, do not have test points, and do not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, BellSouth shall activate SL1 loops on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. These time frames are as documented in BellSouth's Products and Services Interval Guide and BellSouth will provide 30 days written advance notice of any changes to the Products and Services Interval Guide which might impact ALLTEL's service to its end users. A loop may be composed of the following components:

Loop Concentrator/Multiplexer
Loop Feeder
Network Interface Device (NID)
Distribution

- 1.1 BellSouth Order Coordination includes two types: "Order Coordination" and "Order Coordination – Time Specific".
- 1.2 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order Coordination is a coordinated conversion of an existing dial-tone customer from one local service provider to another. The conversion must include disconnecting the existing circuit, performing any required number portability translations and activating the new loop to ALLTEL's collocation space in a coordinated manner. BellSouth shall schedule and perform this work during normal working hours on the committed due date and shall advise ALLTEL of the work schedule 24 to 48 hours prior to the due date and will provide a completion status at the completion of the conversion. Such notice shall be provided as soon as feasible but within two hours. Order Coordination, as provided for in this paragraph, includes coordination of the porting of a number where SPNP and PNP is ordered with a loop. The confirmed due date is the date returned on the FOC. Order Coordination is included in the SL2 voice loop and digital loop price.
- 1.3 "Order Coordination – Time Specific" ("OC-TS") refers to service order coordination in which ALLTEL requests a specific time for a service order conversion to take place. BellSouth shall charge ALLTEL an additional charge for such orders 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.

2. True-up

Exhibit 1

The interim rates set forth in Exhibit 2 shall be subject to true-up according to the following procedures:

- 2.1 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 15 of the Agreement.
- 2.2 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 15, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.
- 2.3 A final order of this Commission that forms the basis of a true-up shall be the final order as to the prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
 - 2.3.1 BellSouth and ALLTEL are entitled to be a full Party to the proceeding;
 - 2.3.2 It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - 2.3.3 It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

Exhibit 2: UNE Loop Rates for Specific Conversion Times

Rate Element	USOC	NRC*
2-Wire Analog VG Loop		
Incremental Charge-Order Coordination-Time Specific (per LSR)	OCOSL	\$35.46
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling		
Incremental Charge-Order Coordination-Time Specific (per LSR)	OCOSL	\$35.46
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling		
Incremental Charge-Order Coordination-Time Specific (per LSR)	OCOSL	\$35.46
4-Wire Analog VG Loop		
Incremental Charge-Order Coordination-Time Specific (per LSR)	OCOSL	\$35.46
2-Wire ISDN Digital Grade Loop		
Incremental Charge-Order Coordination-Time Specific (per LSR)	OCOSL	\$35.46
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop		
Incremental Charge-Order Coordination-Time Specific (per LSR)	OCOSL	\$35.46
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop		
Incremental Charge-Order Coordination-Time Specific (per LSR)	OCOSL	\$35.46
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop		
Incremental Charge-Order Coordination-Time Specific (per LSR)	OCOSL	\$35.46
4-Wire DS1 Digital Loop		
Incremental Charge-Order Coordination-Time Specific (per LSR)	OCOSL	\$35.46
4-Wire 56 Kbps Dig Grade Loop		
Incremental Charge-Order Coordination-Time Specific (per LSR)	OCOSL	\$35.46
4-Wire 64 Kbps Dig Grade Loop		
Incremental Charge-Order Coordination-Time Specific (per LSR)	OCOSL	\$35.46

*Rates are interim and subject to true-up.