

FLORIDA PUBLIC SERVICE COMMISSION

VOTE SHEET

NOVEMBER 1, 2005

RE: **Docket No. 040156-TP** - Petition for arbitration of amendment to interconnection agreements with certain competitive local exchange carriers and commercial mobile radio service providers in Florida by Verizon Florida Inc.

**Issue 2:** What rates, terms, and conditions regarding implementing changes in unbundling obligations or changes of law should be included in the amendment to the parties' interconnection agreements?

**Recommendation:** The amendment to the parties' interconnection agreements should include rates, terms, and conditions relating to the changes in unbundling obligations resulting from the TRO and the TRRO. Neither the TRO nor TRRO ordered changes to change-of-law provisions in existing interconnection agreements. Therefore, no new change-of-law provisions need to be included in the amendment to the parties' ICAs.

**APPROVED**

COMMISSIONERS ASSIGNED: Bradley, Edgar

COMMISSIONERS' SIGNATURES

MAJORITY

DISSENTING

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REMARKS/DISSENTING COMMENTS:

DOCUMENT NUMBER-DATE

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**Issue 3:** What obligations under federal law, if any, with respect to unbundled access to local circuit switching, including mass market and enterprise switching (including four-line carve-out switching), and tandem switching, should be included in the amendment to the parties' interconnection agreements?

**Recommendation:** Staff recommends that the amendment indicate that Verizon has no §251(c)(3) obligation under federal law to provide unbundled local circuit switching, including mass market and enterprise switching, and tandem switching to CLECs. However, the amendment should include Verizon's obligations to provide unbundled access to the embedded base of local circuit switching arrangements at the transitional rates established in the TRRO through the 12-month transition period, beginning March 11, 2005. The amendment should also indicate that (1) CLECs are entitled to receive the TRRO transitional rates for the full transition period, as this will provide for the orderly and smooth transition of the embedded base of local circuit switching arrangements to alternative arrangements as intended by the FCC in the TRRO; (2) transitional rates for local circuit switching end March 10, 2006; (3) CLECs, not Verizon, are to submit the conversion orders, and conversions are required by March 10, 2006; (4) CLEC unbundled access during the 12-month transition period is limited to the customer switching arrangements existing at March 11, 2005; (5) CLECs are prohibited from accessing on an unbundled basis anything requiring a new UNE-P arrangement; and (6) CLECs have continued unbundled access to shared transport, signaling, and call-related databases for embedded local circuit switching arrangements during the transition period. Transition procedures, such as CLECs having continued use of Verizon's systems to submit repair and maintenance orders for their embedded base of customers and specific conversion procedures, can and should be addressed through business-to-business negotiations and need not be spelled out in the amendment.

Additionally, the amendment should define the following terms in the exact manner in which they are defined in the TRO or TRRO:

Local circuit switching  
Enterprise switching  
Mass market switching  
Tandem switching  
Signaling  
Call-related databases

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**Issue 4:** What obligations under federal law, if any, with respect to unbundled access to DS1 loops, unbundled DS3 loops, and unbundled dark fiber loops should be included in the amendment to the parties' interconnection agreements?

**Recommendation:** Since Verizon has not claimed non-impairment in any wire center for DS1 and DS3 loops, Verizon is obligated to continue to provide such loops until the non-impairment requirements of the TRRO are met. Because Verizon has only a limited obligation to provide dark fiber loops during the transition period, Verizon should not be required to list the wire centers where such loops are currently available in the agreement. CLECs are not entitled to a transition period for any DS1 or DS3 loops after March 10, 2006, or for dark fiber loops after September 10, 2006, as set forth in the TRRO. The amendment should define business lines, and fiber-based collocators, consistent with Issue 5, as those terms are defined by the FCC.

**APPROVED**

**Issue 5:** What obligations under federal law, if any, with respect to unbundled access to dedicated transport, including dark fiber transport, should be included in the amendment to the parties' interconnection agreements?

**Recommendation:** The amendment should address Verizon's obligations to continue providing dedicated transport, including dark fiber transport, under the limited circumstances outlined in the FCC's rules. The amendment need not list Verizon's wire center designations. The amendment should also include the FCC's definition of "business lines" and "fiber-based collocators."

**APPROVED**

**Issue 6:** Under what conditions, if any, is Verizon permitted to re-price existing arrangements which are no longer subject to unbundling under federal law?

**Recommendation:** During the transition periods prescribed by the FCC, Verizon should be permitted to re-price existing arrangements in accordance with the TRO and the TRRO, for those elements that it is no longer obligated to provide. After the transition periods have ended, Verizon may re-price arrangements as proposed in Verizon's amendment, when CLECs have not ordered alternative arrangements.

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**Issue 7:** Should Verizon be permitted to provide notice of discontinuance in advance of the effective date of removal of unbundling requirements?

**Recommendation:** Yes.

**APPROVED**

**Issue 8:** Should Verizon be permitted to assess non-recurring charges for the disconnection of a UNE arrangement or the reconnection of service under an alternative arrangement? If so, what charges apply?

**Recommendation:** Verizon should be permitted to assess non-recurring charges. Except as agreed to by the parties, Verizon may:

- apply the appropriate non-recurring charges for disconnecting UNE arrangements as set forth in Appendix B-1 of the Verizon UNE Order;
- negotiate the appropriate non-recurring charges, if any, for the reconnection of service under a commercially negotiated alternative arrangement, since such charges may not be subject to the Commission's oversight.

**APPROVED**

**Issue 9:** What terms should be included in the Amendments' Definition Section and how should those terms be defined?

**Recommendation:** The Amendment's Definition Section should contain all of the terms and definitions proposed by Verizon and staff, as shown in Tables 9-1 and 9-3 of staff's September 22, 2005 memorandum.

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**Issue 10:** Should Verizon be required to follow the change of law and/or dispute resolution provisions in existing interconnection agreements if it seeks to discontinue the provisioning of UNEs?

**Recommendation:** Staff recommends that in order for Verizon to discontinue the provisioning of UNEs, including those UNEs de-listed by either the TRO or TRRO, it should be required to follow any change-of-law and/or dispute resolution provisions in existing interconnection agreements. Both the TRO and TRRO specifically direct that the mandated transition periods are to be used to implement any change-of-law provisions contained in interconnection agreements via the process established in 47 USC §252, and neither the TRO nor TRRO nullify existing change-of-law provisions. However, consistent with the No-New-Adds Order, staff believes Verizon should not be required to follow any change-of-law and/or dispute resolution provisions in existing interconnection agreements with respect to new adds of local UNE switching.

**APPROVED**

**Issue 11:** How should any rate increases and new charges established by the FCC in its final unbundling rules or elsewhere be implemented?

**Recommendation:** Rate increases and new charges established by the FCC in its final unbundling rules or elsewhere should be implemented in accordance with the TRRO, as detailed in Issue 3 through 5.

**APPROVED**

**Issue 12:** Should the interconnection agreements be amended to address changes arising from the TRO with respect to commingling of UNEs with wholesale services, EELs, and other combinations? If so, how?

**Recommendation:** Yes. The TRO changed Verizon's commingling obligations, and therefore staff recommends the interconnection agreements be amended to reflect those changes. The amendment should include the requirement to allow the CLEC to commingle UNEs and UNE combinations with all wholesale services, including switched access, special access and resale services.

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**Issue 13:** Should the interconnection agreements be amended to address changes arising from the TRO with respect to conversion of wholesale services to UNEs/UNE combinations? If so, how?

**Recommendation:** Yes. The interconnection agreements should be amended to reflect that conversions of wholesale services to UNEs/UNE combinations are permissible under the TRO, as of the effective date of the amendment.

**APPROVED**

**Issue 14:** Should the ICAs be amended to address changes, if any, arising from the TRO with respect to:

- a) Line splitting;

**Recommendation:** No. The ICAs should not be amended with respect to line splitting, since line splitting obligations remain as they were prior to the TRO and TRRO.

**APPROVED**

**Issue 14:** Should the ICAs be amended to address changes, if any, arising from the TRO with respect to:

- b) Newly built FTTP loops;

**Recommendation:** Yes. Staff recommends that the ICAs be amended to place the terms with respect to newly built FTTP loops in a separate section and to reflect that in no event is Verizon obligated to offer unbundled access to FTTP loops (or any segment or functionality thereof) which terminate at an end user's customer premises that previously has not been served by any Verizon loop facility.

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**Issue 14:** Should the ICAs be amended to address changes, if any, arising from the TRO with respect to:

- c) Overbuilt FTTP loops;

**Recommendation:** Yes. The ICAs should be amended to address changes arising from the TRO with respect to overbuilt FTTP loops. In particular, the ICAs should incorporate the provisions specifically outlined in 47 CFR 51.319(a)(3)(ii) and 51.319(a)(3)(iii).

**APPROVED**

**Issue 14:** Should the ICAs be amended to address changes, if any, arising from the TRO with respect to:

- d) Access to hybrid loops for the provision of broadband services;

**Recommendation:** Yes. The ICAs should be amended to reflect that, where DS1 or DS3 impairment has been found to exist, Verizon will provide access to DS1 or DS3 hybrid loops for the provision of broadband services, on an unbundled basis, over existing non-packetized time division multiplexing (TDM) features, functions and capabilities, where available. The TRRO impairment criteria apply equally to hybrid loops.

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**Issue 14:** Should the ICAs be amended to address changes, if any, arising from the TRO with respect to:

- e) Access to hybrid loops for the provision of narrowband services;

**Recommendation:** Yes. The ICAs should be amended to reflect that when a requesting telecommunications carrier seeks access to a hybrid loop for the provision of narrowband services, Verizon may either:

- (A) Provide nondiscriminatory access, on an unbundled basis, to a voice-grade (DS0 capacity) transmission path from the central office to the customer's premises over the hybrid loop, using existing non-packetized time division multiplexing technology; or
- (B) Provide nondiscriminatory access, on an unbundled basis, to a spare homerun copper loop serving an end user's premises.

**APPROVED**

**Issue 14:** Should the interconnection agreements (ICAs) be amended to address changes, if any, arising from the TRO with respect to:

- f) Retirement of copper loops;

**Recommendation:** No. Staff recommends that the ICAs not be amended with respect to the retirement of copper loops.

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**Issue 14:** Should the ICAs be amended to address changes, if any, arising from the TRO with respect to:

- g) Line conditioning;

**Recommendation:** Yes. Staff recommends that the ICAs be amended to reflect Verizon's obligation to perform line conditioning to ensure xDSL delivery at least equal in quality to that which Verizon provides to itself. However, staff also recommends that the line conditioning rates included in the existing ICAs need not be amended.

**APPROVED**

**Issue 14:** Should the ICAs be amended to address changes, if any, arising from the TRO with respect to:

- h) Packet switching;

**Recommendation:** No. The current ICAs reflect that Verizon is not obligated to unbundle packet switching, which is consistent with the TRO and TRRO. Therefore, staff recommends that the ICAs should not be amended.

**APPROVED**

**Issue 14:** Should the interconnection agreements (ICAs) be amended to address changes, if any, arising from the TRO with respect to:

- i) Network Interface Devices (NIDs);

**Recommendation:** No. The FCC's TRO did not change the unbundling requirements for NIDs. Therefore, staff recommends that the ICAs should not be amended.

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**Issue 14:** Should the ICAs be amended to address changes, if any, arising from the TRQ with respect to:

j) Line Sharing?

**Recommendation:** Yes. The ICAs should be amended to reflect that line sharing is a discontinued facility, which will be transitioned in accordance with the FCC's transition plan delineated in 47 CFR 51.319(a)(1)(i), including all subsections.

**APPROVED**

**Issue 15:** What should be the effective date of the amendment to the parties' agreements?

**Recommendation:** The effective date of the amendment to the parties' agreements should be the date the Commission issues its final order approving the signed amendment. If the Commission does not act to approve or reject an agreement arrived at through arbitration within 30 days after submission by the parties, the agreement is deemed approved pursuant to Section 252 (e)(4) of the Act.

**APPROVED**

**Issue 16:** How should CLEC requests to provide narrowband services through unbundled access to a loop where the end user is served via Integrated Digital Loop Carrier (IDLC) be implemented?

**Recommendation:** A CLEC's request for unbundled access for narrowband service where the end-user is served via Integrated Digital Loop Carrier (IDLC) should be implemented either through spare copper facilities or through the availability of Universal Digital Loop Carrier (UDLC) systems. Where neither option is available, Verizon must present to the CLEC a technically feasible method of unbundled access that is not solely restricted to new construction of copper facilities and UDLC systems.

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**Issue 17:** Should Verizon be subject to standard provisioning intervals or performance measurements and potential remedy payments, if any, in the underlying agreement or elsewhere, in connection with its provision of

- a. Unbundled loops in response to CLEC requests for access to IDLC-served hybrid loops;
- b. Commingled arrangements;
- c. Conversion of access circuits to UNEs;
- d. Loops or Transport (including Dark Fiber Transport and Loops) for which Routine Network modification is required;

**Recommendation:** No. This docket is not the appropriate forum for resolution of this issue. The application of performance measurements for new activities required in the TRO could be addressed according to the provision of Verizon's Performance Measurement Plan adopted by the Commission in Docket No. 000121C-TP. Furthermore, this is not a change necessitated by the TRO itself.

**APPROVED**

**Issue 18:** How should sub-loop access be provided under the TRO?

**Recommendation:** Verizon should provide, to a requesting telecommunications carrier, access to subloops for multiunit premises wiring at any portion of the loop that it is technically feasible to access in the ILEC's outside plant at or near a multiunit premises. This includes inside wire, which is defined in this proceeding as all loop plant owned or controlled by the ILEC at a multiunit customer premises between the minimum point of entry and the point of demarcation at the customer's premises.

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**Issue 19:** Where Verizon collocates local circuit switching equipment (as defined by the FCC's rules) in a CLEC facility/premises, should the transmission path between that equipment and the Verizon serving wire center be treated as an unbundled transport? If so, what revisions to the amendment are needed?

**Recommendation:** Verizon does not reverse collocate local switching equipment in any CLEC facility/premises in Florida. Therefore, reverse collocation need not be addressed in the amendment.

**APPROVED**

**Issue 20:** Are interconnection trunks between a Verizon wire center and a CLEC wire center interconnection facilities under section § 251(c)(2) that must be provided at TELRIC?

**Recommendation:** No. The FCC's rules regarding interconnection facilities and an ILEC's obligations under §251(c)(2) did not change. As such, there is no need to address this issue in this proceeding.

**APPROVED**

**Issue 21:** What obligations under federal law, if any, with respect to EELs should be included in the amendment to the parties' interconnection agreements?

- a) What information should a CLEC be required to provide to Verizon as certification to satisfy the service eligibility criteria (47 C.F.R. Sec. 51.318) of the TRO Order to (1) convert existing circuits/services to EELs or (2) order new EELs?

**Recommendation:** Staff believes that the TRO does not require a CLEC to provide detailed, verifiable information showing compliance with the service eligibility criteria prior to the circuit being provisioned. Staff recommends that the CLEC be required to submit a letter, either manually or electronically, identifying and certifying that all currently provisioned circuits conform to the TRO service eligibility criteria, within 60 days of the effective date of the order from this recommendation. For each conversion request, staff recommends that the CLEC be required to submit a letter, either manually or electronically, identifying and certifying that each and every circuit conforms to the TRO service eligibility criteria. For each new order, staff recommends that the CLEC be required to submit a letter, either manually or electronically, identifying and certifying that each and every circuit will conform to the TRO service eligibility criteria.

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**Issue 21:** What obligations under federal law, if any, with respect to EELs should be included in the amendment to the parties' interconnection agreements?

b) Conversion of existing circuits/services to EELs:

- (1) Should Verizon be prohibited from physically disconnecting, separating or physically altering the existing circuits/services to an EEL unless the CLEC requests such facilities alteration?

**Recommendation:** Staff recommends that neither Verizon nor the CLECs should be forbidden from physically disconnecting, separating or altering the existing circuit/service to an EEL during a conversion. However, to the extent technically possible, all conversions should be as seamless as possible to avoid adversely affecting the service quality perceived by the requesting telecommunications carrier's end-user customer.

**APPROVED**

**Issue 21:** What obligations under federal law, if any, with respect to EELs should be included in the amendment to the parties' interconnection agreements?

b) Conversion of existing circuits/services to EELs:

- (2) In the absence of a CLEC request for conversion of existing access circuits/services to UNE loops and transport combinations, what types of charges, if any, can Verizon impose?

**Recommendation:** Verizon is presently precluded from assessing any charges for performing the conversions that are the subject of this issue.

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**Issue 21:** What obligations under federal law, if any, with respect to EELs should be included in the amendment to the parties' interconnection agreements?

- c) What are Verizon's rights to obtain audits of CLEC compliance with the service eligibility criteria in 47 C.F.R. 51.318?

**Recommendation:** Staff recommends that the language strictly correspond with the TRO with respect to materiality. A third-party, independent auditor obtained and paid for by Verizon must conduct the audit in accordance with the American Institute of Certified Public Accountants (AICPA) standards, which will typically include sampling. If the auditor finds the CLEC has materially complied with the service eligibility criteria, Verizon must reimburse the CLEC for the costs that the CLEC incurred in complying with the audit. If the auditor finds the CLEC failed to materially comply with the service eligibility criteria, the CLEC must reimburse Verizon for the cost of the audit. Verizon should provide written notice to the CLEC 30 days prior to the date that it seeks to commence the audit. Verizon need not identify the specific circuits that are to be audited or provide additional detailed documentation. If Verizon or a CLEC has concern with any portion of the audit, it may dispute the audit under the dispute resolution procedures contained in the interconnection agreement.

**APPROVED**

**Issue 22:** How should the Amendment reflect an obligation that Verizon perform routine network modifications necessary to permit access to loops, dedicated transport, or dark fiber transport facilities where Verizon is required to provide unbundled access to those facilities under 47 U.S.C. § 251(c)(3) and 47 CFR part 51?

**Recommendation:** Staff recommends that the ICAs be amended to reflect Verizon's obligation to perform routine network modifications (RNMs) on a nondiscriminatory basis. RNMs are those activities that Verizon regularly undertakes for its own customers, excluding the installation of a new loop.

**APPROVED**

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**Issue 23:** Should the parties retain their pre-Amendment rights arising under the Agreement, tariffs, and SGATS?

**Recommendation:** Yes. The TRO, USTA II, FCC's Interim Order, and TRRO did not require changes in the parties' pre-amendment rights arising under their agreements, tariffs, and SGATs, except to the extent delineated earlier in this recommendation. Accordingly, those pre-amendment rights should be retained. Future changes should not be subject to automatic or unilateral interpretation and change by either party.

**APPROVED**

**Issue 24:** Should the Amendment set forth a process to address the potential effect on the CLECs' customers' services when a UNE is discontinued?

**Recommendation:** No. Except to the extent that TRO or TRRO provisions are included in certain areas of the agreement, no specific provision should be made to address the potential effect on a CLEC's customers' services.

**APPROVED**

**Issue 25:** How should the Amendment implement the FCC's service eligibility criteria for combinations and commingled facilities and services that may be required under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51?

**Recommendation:** See Issue 21.

**APPROVED**

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**Issue 26:** Should this docket be closed?

**Recommendation:** No. The parties should be required to submit signed agreements that comply with the Commission's decisions in this docket for approval within 30 days of issuance of the Commission's Order. This docket should remain open pending Commission approval of the final arbitration agreements in accordance with Section 252 of the Telecommunications Act of 1996.

**APPROVED**