

VOTE SHEET

April 4, 2006

Docket No. 041269-TP – Petition to establish generic docket to consider amendments to interconnection agreements resulting from changes in law, by BellSouth Telecommunications, Inc.

Issue 5: Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of evaluating impairment?

Recommendation: No. HDSL-capable loops are not the equivalent of DS1 loops for evaluating wire center impairment and should not be counted as voice grade equivalents. However, provisioned HDSL loops that include the associated electronics, whether configured as HDSL-2-wire or HDSL-4-wire, should be considered the equivalent of a DS1 and counted as 24 business lines for determining wire center impairment in meeting part (3) of the business line count definition found in 47 CFR §51.5. Additionally, in those wire centers that are no longer DS1 impaired, BellSouth will not be required to offer an HDSL UNE. The Unbundled Copper Loop (UCL) UNE with Loop Makeup (LMU) and routine network modifications will allow CLECs to deploy HDSL electronics on the UCL.

Staff believes that neither the language proposed by BellSouth, the Joint CLECs nor Sprint is totally appropriate to implement this recommended decision. Instead, staff believes that parts of the language proposed by BellSouth, the Joint CLECs and Sprint should be combined and adopted as discussed in the analysis section of staff's March 23, 2006 memorandum. Staff's recommended language is found in Appendix A to its memorandum.

APPROVED

COMMISSIONERS ASSIGNED: Edgar, Deason, Arriaga

COMMISSIONERS' SIGNATURES

MAJORITY

Handwritten signatures of J. Edgar and J. Deason under the MAJORITY heading.

DISSENTING

Handwritten signature of J. Arriaga with the note "(Issue 13)" under the DISSENTING heading.

REMARKS/DISSENTING COMMENTS:

Commissioner Arriaga dissented on

DOCUMENT NUMBER-DATE 03056 APR-4 06

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**Issue 13:** What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?

**Recommendation:** Staff recommends that BellSouth is required to commingle or to allow commingling of a UNE or UNE combination with one or more facilities or services that a CLEC has obtained at wholesale from an ILEC pursuant to any method other than unbundling under §251(c)(3). However, this does not include offerings made available under §271. Staff also recommends that BellSouth is not required to effectuate commingling with a third party's service or a CLEC-provided service. Finally, staff recommends that the multiplexing rate in a commingled circuit rate should be based on the higher bandwidth circuit.

Staff believes that the language proposed by BellSouth best implements this recommended decision and should be adopted. The recommended language is found in Appendix A to staff's memorandum.

**APPROVED**

*Commissioner Arriaga dissented  
on this issue.*

**Issue 16:** Is BellSouth obligated pursuant to the Telecommunications Act of 1996 and FCC Orders to provide line sharing to new CLEC customers after October 1, 2004?

**Recommendation:** In light of (1) the action of the D.C. Circuit in USTA I to vacate and remand the FCC's decision on line sharing, (2) the FCC's subsequent decision, upon reconsideration, not to reinstate line sharing as an unbundled network element, and (3) the FCC's own words regarding ongoing enforcement of §271 approvals contained in the TRO, staff concludes that BellSouth is not obligated pursuant to the Telecommunications Act of 1996 and FCC Orders to provide line sharing to new CLEC customers after October 1, 2004.

**APPROVED**

**Issue 17:** If the answer to the foregoing issue is negative, what is the appropriate language for transitioning off a CLEC's existing line sharing arrangements?

**Recommendation:** Staff believes that neither the language proposed by BellSouth nor the Joint CLECs is totally appropriate to implement this recommended decision. Instead, staff believes that the language proposed by BellSouth, with the modifications discussed in the staff analysis, should be adopted. Staff's recommended language is found in Appendix A of its memorandum.

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**Issue 18:** What is the appropriate ICA language to implement BellSouth's obligations with regard to line splitting?

**Recommendation:** Staff recommends that BellSouth's ICA language regarding line splitting should be limited to when a CLEC purchases a stand-alone loop. Staff further recommends that the language in the ICA regarding line splitting should be revised to reflect: (1) that the requesting carrier is responsible for obtaining the splitter; (2) that indemnification remains unaffected; and (3) BellSouth is responsible for all necessary network modifications to accommodate line splitting arrangements.

Staff believes that neither the language proposed by BellSouth or CompSouth is totally appropriate to implement this recommended decision. Instead, staff believes the language proposed by BellSouth, with modifications discussed in the staff analysis, should be adopted. Staff's recommended language is found in Appendix A of its memorandum.

**APPROVED**

**Issue 22:** (b) What is the appropriate language to implement BellSouth's obligation, if any, to offer unbundled access to newly deployed or "greenfield" fiber loops, including fiber loops deployed to the minimum point of entry ("MPOE") of a multiple dwelling unit that is predominantly residential, and what, if any, impact does the ownership of the inside wiring from the MPOE to each end user have on this obligation?

**Recommendation:** BellSouth is under no obligation to offer unbundled access to "greenfield" FTTH/FTTC loops used to serve residential MDUs. In those wire centers where impairment exists, a CLEC's access to unbundled DS1 and DS3 loops was not exempted and BellSouth, upon request, shall unbundle the fiber loop to satisfy the DS1 or DS3 request.

Staff believes that neither the language proposed by BellSouth nor the Joint CLECs is totally appropriate to implement the recommend decision. Instead, staff believes that parts of the language proposed by BellSouth and the Joint CLECs should be combined and adopted as discussed in the staff analysis. Staff's recommended language is found in Appendix A of its memorandum.

**APPROVED**

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**Issue 32:** Should this docket be closed?

**Recommendation:** No. The parties should be required to submit signed amendments or agreements for issues 5, 13, 16-18 and 22(b) that comply with the Commission's decisions in this docket for approval within 10 days of the Commission's order in this proceeding. Staff requests that the Commission grant staff administrative authority to approve any amendments and agreements filed in accordance with the Commission's decision in this proceeding. Such amendments or agreements will be effective on the date the Commission issues its final order approving the signed amendments. This docket should remain open pending Commission approval of the final arbitration agreements in accordance with §252 of the Telecommunications Act of 1996.

**APPROVED**