

VOTE SHEET

November 9, 2010

Docket No. 090501-TP – Petition for arbitration of certain terms and conditions of an interconnection agreement with Verizon Florida, LLC by Bright House Networks Information Services (Florida), LLC.

Issue 7: Should Verizon be allowed to cease performing duties provided for in this agreement that are not required by applicable law?

Recommendation: Yes. Verizon should be allowed to cease performing duties provided for in this agreement that are not required by applicable law; this should be handled pursuant to the "Applicable Law" provisions in the General Terms and Conditions of the ICA. Proposed §50 to the General Terms and Conditions entitled "Withdrawal of Services" is unwarranted and should be stricken.

MODIFIED

Staff recommendation is approved with modification that Section 50 shall be allowed.

Issue 13: What time limits should apply to the Parties' right to bill for services and dispute charges for billed services?

Recommendation: A one year time limit should apply for a party to render a bill for services, dispute charges for billed services, and to back-bill for services rendered but not billed.

APPROVED

COMMISSIONERS ASSIGNED: Edgar, Skop, Brisé

COMMISSIONERS' SIGNATURES

MAJORITY

DISSENTING

Handwritten signatures for majority commissioners: one illegible signature, 'Isi Edgar' with handwritten list of sections (13, 24, 32, 36, 36A, 36B, 37, 41, 49, 50), and another illegible signature.

Handwritten signature for dissenting commissioner: 'Luis Edgar' with the number '7' written next to it.

REMARKS/DISSENTING COMMENTS:

Commissioner Edgar dissented on Issue 7

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**Issue 24:** Is Verizon obliged to provide facilities from Bright House's network to the point of interconnection at total element long run incremental cost ("TELRIC") rates?

**Recommendation:** No. Bright House has failed to demonstrate that the access toll connection trunks at issue in this proceeding should be priced according to TELRIC principles.

**APPROVED**

**Issue 32:** May Bright House require Verizon to accept trunking at DS-3 level or above?

**Recommendation:** The parties have settled Issue 32 for the current interconnections, as such, the Commission should not rule on this issue at this time.

**APPROVED**

**Issue 36:** What terms should apply to meet-point billing, including Bright House's provision of tandem functionality for exchange access services?

**Recommendation:** The terms proposed by Verizon should apply to meet-point billing, including Bright House's functionality as a competitive tandem provider for exchange access services.

**APPROVED**

**Issue 36A:** Should Bright House remain financially responsible for the traffic of its affiliates or other third parties when it delivers that traffic for termination by Verizon?

**Recommendation:** No. Bright House should not remain financially responsible for the traffic of its affiliates or other third-party carriers when it delivers that traffic to Verizon for termination. The originating carrier is the party that initiates the call and under the normal industry-accepted "cost causer" concept the calling party pays. Therefore, the third-party carrier should be financially responsible.

**APPROVED**

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**Issue 36B:** To what extent, if any, should the ICA require Bright House to pay Verizon for Verizon-provided facilities used to carry traffic between interexchange carriers and Bright House’s network?

**Recommendation:** The ICA should require Bright House to pay Verizon for the access toll connecting (ATC) trunks and any other facilities that Bright House purchases from Verizon to carry traffic between interexchange carriers (IXCs) and Bright House’s network.

**APPROVED**

**Issue 37:** How should the types of traffic (e.g. local, ISP, access) that are exchanged be defined and what rates should apply?

**Recommendation:** The types of traffic (e.g. local, ISP, access) that are exchanged between the parties should be classified as either local traffic (compensated at reciprocal compensation rates) or interexchange traffic (compensated at access rates) based on the ILEC’s basic local exchange areas.

**APPROVED**

**Issue 41:** Should the ICA contain specific procedures to govern the process of transferring a customer between the parties and the process of local number portability (“LNP”) provisioning? If so, what should those procedures be?

**Recommendation:** Yes. The ICA should contain specific procedures to govern the process of transferring a customer between parties and the process of number portability provisioning. In addition, staff believes the parties should be compensated for providing “coordination.”

**APPROVED**

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**Issue 49:** Are special access circuits that Verizon sells to end users at retail subject to resale at a discounted rate?

**Recommendation:** No. Special access circuits that Verizon sells to end users at retail are not subject to resale at a discounted rate.

**APPROVED**

**Issue 50:** Should this docket be closed?

**Recommendation:** No. The parties should be required to submit a signed final interconnection agreement. Staff recommends that the docket remain open for the parties to file the final interconnection agreement for staff approval within 45 days of issuance of the Final Order.

**APPROVED**