

**Line Sharing Service – Telstra Access Undertaking (Supplementary Questions)
Submission by PowerTel Limited**

PowerTel is curious why Telstra has proposed its own wording which is somewhat different and in particular more restrictive than the declared LSS. PowerTel considers that the SAOs apply in respect of the LSS not Telstra's SSS and Telstra's SSS access undertaking can not satisfy the SAOs in relation to the LSS.

PowerTel considers that this just one more reason why the Commission should reject Telstra's LSS access undertaking.

Please find below, PowerTel's responses to each of the supplementary questions raised by the Commission in its letter to PowerTel dated 3 May 2004.

LSS Additional Questions

Ref.	ACCC Question	PowerTel Response
1.	<i>Does the Undertaking only apply in respect of the LSS when it is used to supply ADSL services in accordance with Deployment Class 6 (excluding 6c) of the Network Deployment rules?</i>	The service description for Telstra's Wholesale Spectrum Sharing Service (SSS) is more restrictive than the service description for the declared LSS. Telstra's more restrictive approach is evident in a number of ways but most particularly in the way that the SSS only provides for the simultaneous deployment of ADSL (in accordance with Deployment Class 6, excluding 6c, as specified in the ULLS Network Deployment Rules Code) and voice services over a single copper pair. This more restrictive approach is of concern to PowerTel. The ULLS Network Deployment Rules currently restrict the simultaneous deployment of xDSL services over a copper pair with voice to ADSL services. However, PowerTel is actively involved in the development of new ACIF codes that will specify the deployment rules permitting the simultaneous deployment of xDSL services other than ADSL with

		<p>voice, these include ADSL2, ADSL2+ and VDSL.</p> <p>When these codes are complete and have been registered by the ACA, PowerTel will be looking to deploy these services simultaneously with voice over a single copper pair.</p> <p>As a result, PowerTel is concerned that Telstra's SSS access undertaking may be used to prevent such deployment.</p>
2.	<p><i>Would the Undertaking apply in respect of the LSS when it is used to supply ADSL services in a manner other than that in accordance with Deployment Class 6?¹</i></p>	<p>Telstra's service description for the SSS service specifies that the deployment of the ADSL services must be in accordance with Deployment Class 6. As a result, it could be argued that deployment of ADSL services in a manner other than in accordance with Deployment Class 6 would be outside the scope of Telstra's SSS access undertaking.</p> <p>However, until new ACIF codes (discussed above) are developed, it would be unlikely that a service provider would deploy ADSL other than in accordance with Deployment Class 6 as it would mean acting in breach of a registered code.</p>
3.	<p><i>Would the Undertaking apply in respect of the LSS when it is used to supply other xDSL services?</i></p>	<p>The current drafting of Telstra's SSS access undertaking appears to limit the application of the undertaking to the simultaneous deployment of ADSL and voice services only.</p> <p>As a result, the supply of other xDSL services with voice would appear to be outside the scope of the access undertaking.</p>
4.	<p><i>Would the Undertaking have any relevance or application in respect to access for the purposes of supplying a form of service that falls within the parameters set out under the declared LSS but falls outside the parameters and description of the Telstra Service?</i></p>	<p>PowerTel considers that Telstra's SSS access undertaking would not apply to the deployment of a service that falls within the parameters set out under the declared LSS but falls outside the description of Telstra's SSS.</p>

¹ While it is understood that ADSL services can only be provided in accordance with the ACIF ULLS deployment rules, the issue is whether the undertaking would somehow apply to other possible ways of providing ADSL services.

5.	<p><i>Do you consider that the Undertaking will satisfy Telstra's standard access obligations in respect of only the Telstra Service?</i></p>	<p>PowerTel does not consider that Telstra's access undertaking will satisfy the SAOs in respect of Telstra's SSS for the reasons set out in the earlier PowerTel submission, ie that:</p> <ul style="list-style-type: none"> • the absence of substantive non-price terms and conditions in the SSS undertaking make it impossible to assess whether the undertaking as a whole is consistent with the SAOs; • the network costs purportedly incurred by Telstra is providing the LSS are extremely high and have been developed using a flawed cost model; and • the price proposed in the LSS undertaking is not reasonable because it is much higher than previously commercially agreed, is at odds with Telstra's ULL pricing and potentially represents a vertical price squeeze.
6.	<p><i>Do you consider the Undertaking will satisfy Telstra's standard access obligations in respect of the declared LSS?</i></p>	<p>PowerTel does not consider that the Undertaking will satisfy Telstra's SAOs in respect of the declared LSS because of the same reasons detailed in the response to question 5 above but also because Telstra's SSS is only a subset of the LSS.</p>
7.	<p><i>Do you consider that the Undertaking, if accepted by the Commission, will preclude arbitration of LSS disputes other than when the LSS is used to supply an ADSL service in accordance with Deployment Class 6 (excluding 6c) of the Network Deployment Rules? For example, if the LSS was used to supply ADSL services in a manner other than that in accordance with Deployment Class 6 or to supply other</i></p>	<p>Assuming that a code is finalised by ACIF and registered by the ACA which defines the deployment rules for deployment of services other than ADSL (eg ADSL2, ADSL2+ or VDSL) simultaneously with voice over a single copper pair, then the Commission should be able to arbitrate a dispute which involved deployment of these services simultaneously with voice over a single copper pair as such a deployment would fall within the service description of the LSS. The arbitration should not be limited by the fact that Telstra's SSS access undertaking had been accepted by the Commission as the undertaking, in its current form, only relates to Telstra's SSS which is a subset of the LSS.</p>

	<i>xDSL services, do you consider that the Commission would be able to arbitrate disputes and make a determination on access in relation to such supply?</i>	
8.	<i>Can the declared LSS be used to supply xDSL services other than ADSL, such as SHDSL, SDSL, HDSL or VDSL; if yes, please specify?²</i>	PowerTel considers that the declared LSS can be used to provide xDSL services other than ADSL. Candidates currently being considered with ACIF include ADSL2, ADSL2+ and VDSL.
9.	<i>Telstra defines the "SSS Boundary" to include, where there is an MDF in the customer building, "a two wire point on the side of the frame nearest to the Telstra network". The Telecommunications Act 1999 (TA), however, provides for a boundary point on an MDF on "the side of the frame nearest to the end-user".³ Is this definition of SSS Boundary more limited than the definition in the TA? Why would Telstra have described the SSS Boundary in this way?</i>	PowerTel has always used the customer side of the MDF as the network boundary point which is consistent with the definition in the Telecommunications Act. PowerTel considers that it has no interest in using any other point as the network boundary point and does not understand why Telstra has proposed 2 other network boundary alternatives.
10.	<i>Are you aware whether Telstra has a list of splitters it considers comply with the "Telstra Splitter Specifications" (both exchange-end splitters and customer premises end splitters)? If so,</i>	PowerTel is not aware of a list of splitters which Telstra considers complies with the Telstra Splitter Specification. However, the Telstra Splitter Specification is very simple (ie no greater than 2 dB loss across the splitter) and all the vendors that PowerTel has had discussions with to date appear to be no issue meeting this requirement.

² It is noted that VDSL is not currently included in the ACIF ULLS deployment rules.

³ *Telecommunications Act 1999* section 22(4)(1).

	<p><i>could you please provide these details? Also, can you confirm that any of these splitters can be used by access seekers acquiring the LSS?</i></p>	
11.	<p><i>In its definition of "TCAM", Telstra does not expressly include a "customer line module of a customer access module", even though this definition is included in the Declaration. Why would Telstra have excluded customer line modules of a customer access module from Telstra Service?</i></p>	<p>PowerTel considers that Telstra's definition of TCAM should have included a customer line module of a customer access module as specified in the service description for the LSS. PowerTel is not aware why Telstra would try to limit the definition in this way.</p>
12.	<p><i>Under the Network Modernisation provisions in the Undertaking, Telstra has not provided access seekers with a notice period in which it would advise of any such changes. Is such a notice period necessary?</i></p>	<p>Telstra does not provide access seekers with a notice period relating to network modernisation (ie rolling out RIMs). PowerTel would like to see in the LSS access undertaking a commitment to preserve the copper in place, following the installation of a RIM, for access seekers. PowerTel considers that the real issue relates to Telstra's processes. That is, when PowerTel approaches Telstra to determine whether there is copper available, Telstra's response is often inconsistent as there appears to be no clear means of identifying available copper.</p>
13.	<p><i>Does it appear the Undertaking intends to preclude the use of the ADSL spectrum for voice services (such as VoIP)?</i></p>	<p>PowerTel is unsure whether the access undertaking precludes voice over DSL (VoDSL) services. PowerTel is looking to deploy VoDSL services (including voice over ADSL) and is very concerned if the access undertaking prevents this. PowerTel is also unsure why Telstra would try to do this as there is no technical reason for doing so.</p> <p>If there is some ambiguity about this issue, PowerTel would prefer to see wording in Telstra's SSS access undertaking which specifies that VoDSL is permitted.</p>

Other differences between the Telstra SSS and the declared LSS identified by the Commission have been detailed in the table below.

Telstra Service description	Declaration service description	PowerTel Comment
"non-voice"	"non-voiceband"	PowerTel considers that the words "non-voice" are wider than "non-voiceband" and could be interpreted to mean that VoDSL is not permitted.
"continuous metallic twisted pair"	"unconditioned communications wire"	PowerTel considers that the words "unconditioned communications wire" is preferred as it brings with it the requirements for the removal of bridge taps and pair gain systems.
"active PSTS voice service"	"underlying voiceband PSTN service"	PowerTel considers that the wording "underlying voiceband PSTN service" is preferred as it more accurately refers to the voice service delivered over the voiceband.
"PSTTS" (see above)	"PSTN"	PowerTel is unsure why Telstra has adopted "PSTTS" over "PSTN".
"agreed" point of interconnection (see definition of SSS POI)	"potential" point of interconnection.	PowerTel considers that the wording "agreed point of interconnection" is more narrow than "potential point of interconnection". Again PowerTel is unaware why Telstra is trying to restrict the definition in this way. PowerTel prefers the wording of the declared LSS.

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