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EMBARQTM

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14111 Capital Boulevard
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September 8, 2008

Via Electronic Filing

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

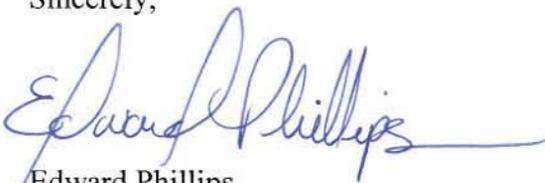
Re: **WC Docket No. 08-33**

Dear Ms. Dortch:

Enclosed for filing in the above-captioned proceeding are an original and four copies of Central Telephone Company of Virginia's and United Telephone Southeast LLC's (collectively, "Embarq") Answer to the Petition for Arbitration of Intrado Communications of Virginia Inc.

Please do not hesitate to contact me with any questions concerning this filing.

Sincerely,



Edward Phillips

HEP:sm

Enclosures

cc: Service List

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**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

_____))
In the Matter of the Petition))
of Intrado Communications of Virginia Inc. for Arbitration))
Pursuant to Section 252(b) of the Communications Act))
of 1934, as amended, to Establish an Interconnection))
Agreement with Central Telephone Company of Virginia))
and United Telephone Southeast LLC))
(collectively, "Embarq")))
_____)

WC Docket No. 08-33

**ANSWER OF CENTRAL TELEPHONE COMPANY OF VIRGINIA D/B/A EMBARQ
AND UNITED TELEPHONE SOUTHEAST LLC D/B/A EMBARQ TO INTRADO
COMMUNICATIONS OF VIRGINIA INC.'S PETITION FOR ARBITRATION**

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September 8, 2008

I. INTRODUCTION AND BACKGROUND

Central Telephone Company of Virginia d/b/a Embarq and United Telephone Southeast LLC d/b/a Embarq¹ (collectively “Embarq”), through its attorneys and pursuant to the Federal Communications Commission’s (“Commission”) Public Notice of August 8, 2008 and 47 U.S.C § 252(b)(2)(B)(3) hereby responds to the Petition for Arbitration by Intrado Communications of Virginia, Inc. (“Intrado Comm”).² When this process began there were well over thirty unresolved issues between the parties. Since that time, a large number of outstanding issues have been resolved. Presently, there are eleven (11) unresolved issues that must be decided by the Commission. The issues remaining in dispute were set-forth in Intrado Comm’s Petition for Arbitration filed with the Commission on August 13, 2008.³ This Answer and Embarq’s Exhibits A, B and C, attached hereto, address those disputed issues.

The fundamental disagreement between Embarq and Intrado Comm is whether, and how, Section 251(c) of the federal Telecommunications Act⁴ governs the terms and conditions for interconnection when Intrado Comm is the designated 911 service provider to a Public Safety Answering Point (“PSAP”). It is Embarq’s position that Section 251(c) does not, and was never

¹ In its Petition for Arbitration, Intrado Communications of Virginia, Inc. incorrectly referred to United Telephone Southeast LLC d/b/a Embarq as United Telephone-Southeast, Inc. United Telephone-Southeast, Inc., a Virginia corporation converted to a limited liability company on November 9, 2007. The Virginia State Corporation Commission approved the change in the status of the company on March 3, 2008 in Case No. PUC-2007-00120.

² While it appears that Intrado Comm is the actual certificated entity in Virginia, and the company that will ultimately interconnect with Embarq, Intrado Comm has several affiliated companies with which Embarq has done business. To the extent that it is not clear that Intrado Comm is the entity that will ultimately interconnect with Embarq as a result of this arbitration, Embarq reserves its rights to question the role, and or relationship of Intrado Comm’s affiliates and the role, if any; such affiliates may have in this process.

³ Intrado Comm has set forth, as “issues”, what appear to be declarative statements. These declarative statements are not in the form of questions as one would expect with a listing of issues. Nevertheless, Embarq will address the unresolved “issues” as raised by Intrado Comm at pp. 13-14 of its Petition. Embarq’s responses to Intrado Comm’s unresolved “issues” are set forth at Embarq’s Exhibit A, which is attached hereto. Finally, in addressing Intrado Comm’s unresolved “issues” Embarq reserves the right to dispute those unresolved “issues” as framed.

⁴ 47 U.S.C. §§ 151 et.seq.

intended to apply to these types of arrangements. Rather, these arrangements are governed by Section 251(a) of the Act and should be included in a separate commercial agreement negotiated by parties.

Contrary to Intrado Comm's assertions, Embarq does not oppose its entry into the 9-1-1 services market. Embarq has offered to do business with Intrado Comm just like it does with any other CLEC or 9-1-1 service provider. In the context of a commercial agreement Embarq has agreed to Intrado Comm's requests, including: 1) establishing points of interconnection on Intrado Comm's network; 2) providing direct end office trunking where end offices are served by a single PSAP that has designated Intrado Comm as the primary 911 service provider; 3) not charging for the use of Embarq's selective router to route Embarq's end-user 911 calls to an Intrado Comm-served PSAP in split wire centers; 4) establishing trunks for inter-selective routing; and 5) incorporating these commercial terms into a single agreement that clearly delineates between rights and obligations that are governed by Section 251(c) and those which do not fall under 251(c).

Embarq's positions on the disputed issues are fair, reasonable and consistent with the Act and Commission precedent and should be approved by the Commission. Specifically, the Commission should find that:

- Section 251(c) does not apply to Embarq's interconnection with Intrado Comm under circumstances where Intrado Comm has been designated by the PSAP as the primary 911 service provider because the services provided by Intrado Comm do not fall within the definition of telephone exchange service under 47 U.S.C. § 153(47)(B).
- Section 251(c) does not require Embarq to establish either one or more POIs on Intrado Comm's network.

- Neither Section 251(c) nor Section 251(a) authorize Intrado Comm to dictate how Embarq configures or operates its own network for purposes of delivering 911 traffic from Embarq's end users to Intrado Comm's network and Embarq cannot be required to implement one way trunking with class marking (or line attribute routing) in lieu of routing traffic through its existing selective routers.
- Inter-selective router trunking arrangements between the parties is governed by Section 251(a) instead of Section 251(c), which is also true with respect, to Intrado Comm's provision of services to Embarq and to Embarq's provision of its subscribers' ALI records to Intrado Comm when Intrado Comm is the ALI database provider to a PSAP.
- Based on Intrado Comm's representation of the services it expects to provide and the end-users it anticipates it will serve, Embarq's definition of "End-User," which includes customers calling 911 and PSAPs receiving 911 calls, is appropriate for the interconnection agreement.
- Embarq should be allowed to continue to charge for the subscriber ALI records it provides to populate Intrado Comm's ALI database, in accordance with Embarq's tariffs.
- The parties should not be required to incur the additional costs associated with mandatory use of a third party auditor for all audits.

For those terms and conditions which are governed by Section 251(c), the Commission should approve Embarq's proposed language which is consistent with numerous 251(c) interconnection agreements Embarq has entered into with competitive carriers in numerous states. The Commission should order the parties to negotiate those terms and conditions which are not

governed by Section 251(c) and include them in a separate commercial agreement or in a separately delineated section of any 251(c) agreement.

II. LIST IDENTIFYING PERSONS WITH KNOWLEDGE UPON WHOM EMBARQ INTENDS TO RELY

At this time, Embarq intends to rely on the following individuals to support its positions in this proceeding:

Mr. James M. Maples, Manager – Embarq Regulatory Policy

Mr. Ted Hart, Manager – Embarq Interconnection Management

However, Embarq reserves its right to supplement or amend this list as may be necessary during the course of this proceeding.

III. COPIES OF COST MODELS, COST STUDIES, AND OTHER STUDIES

At this time, Embarq has not generated any cost models, cost studies, or other studies on which it intends to rely. Embarq reserves its right to submit appropriate cost models, cost studies, or other studies on which it intends to rely to support its position as may be necessary during the course of this proceeding.

IV. EMBARQ UNRESOLVED AND RESOLVED ISSUES MATRIXES

The redlined interconnection agreement (“agreement”) that was attached to Intrado Comm’s August 13, 2008 Petition has not previously been provided to Embarq, and there appears to be some discrepancies between the agreement filed by Intrado Comm and the issues matrixes that have been the basis of the parties negotiations and arbitrations in Ohio and Florida

over the past several months. Embarq has attached as Exhibit B to this Answer a matrix reflecting the unresolved issues and the contract language which remain in dispute between the parties. The “Unresolved Issues” Matrix organizes proposed contract sections sequentially starting at the beginning of the agreement and progressing to the end of the agreement. Embarq is also attaching as Exhibit C a matrix reflecting issues and contract language which have been “resolved” between the parties, with the understanding that the applicability of Sections 251(a) or 251(c) of the Act remain in dispute with respect to certain contract language as set forth in Exhibit C, and that this primary issue will be decided in this proceeding. To the extent the agreement filed by Intrado reflects any language that is not reflected in Exhibit B or Exhibit C, Embarq disputes the accuracy of the agreement submitted by Intrado Comm on August 13, 2008, and reserves the right to arbitrate such differences.

V. ATTACHMENTS

Attached to this Answer and incorporated herein are the following Exhibits:

1. **Exhibit A:** Response of Embarq to List of Unresolved Issues Submitted by Intrado Comm;
2. **Exhibit B:** Embarq Unresolved Issues Matrix; and
3. **Exhibit C:** Embarq Resolved Issues Matrix

VI. GENERAL DENIALS

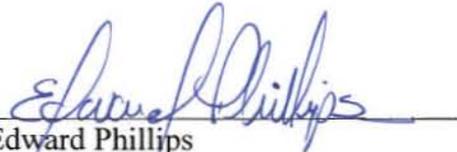
Any allegation made by Intrado Comm that is not expressly admitted in Embarq’s Answer or in Exhibit A are hereby expressly denied.

VII. CONCLUSION

For the reasons stated in this Answer and in Exhibits A, B and C the Bureau should order the parties to adopt Embarq's proposed language on the outstanding arbitration issues and should reject Intrado Comm's proposed alternative language.

DATED: September 8, 2008.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I certify that on the 8th day of September, 2008, the Answer and supporting attachments of Central Telephone Company of Virginia d/b/a Embarq and United Telephone Southeast LLC d/b/a Embarq to the Petition for Arbitration of Intrado Communications of Virginia Inc. in the above-captioned proceeding were served on the following parties:

Via Overnight Delivery and Electronic Mail:

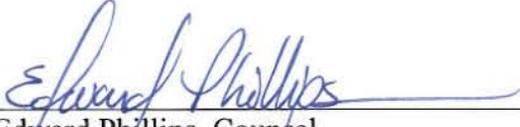
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