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January 9, 2009

Via ECFS
Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: In the Matter of Petition of Intrado Communications of Virginia Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934 to Establish an Interconnection Agreement with Verizon South Inc. and Verizon Virginia Inc., WC Docket No. 08-185;

In the Matter of Petition of Intrado Communications of Virginia Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934 to Establish an Interconnection Agreement with Central Telephone Company of Virginia and United Telephone – Southeast, Inc. (Collectively, "Embarq"). WC Docket No. 08-33

Dear Ms. Dortch:

Pursuant to the Public Notice released in this matter[1] Verizon hereby submits its response to Intrado's Petition for Arbitration in the above captioned dockets.

Please contact the undersigned if you have any questions.

Thank you.

Leslie V. Owsley

Leslie V. Owsley

cc: Christi Shewman
Stephanie Weiner
Cherie R. Kiser
Rebecca Ballesteros
John E. Benedict
Edward Phillips
Kathleen Grillo

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[1] *Procedures Established for Arbitration of an Interconnection Agreement Between Intrado Communications of Virginia and Verizon*, WC Docket No. 08-185, DA No. 08-2680 (rel. Dec. 9, 2008).

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Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
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RESPONSE OF VERIZON TO PETITION
OF INTRADO COMMUNICATIONS OF VIRGINIA INC.

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January 9, 2009

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INTRODUCTION AND SUMMARY

The principal issue between Verizon[1] and Intrado concerns the interconnection arrangements that Intrado would like to establish for the 911 services it plans to offer in the future. Intrado's proposed interconnection arrangements are not only unlawful, they are anticompetitive and risk compromising public safety. Through its proposed interconnection arrangements, Intrado openly seeks to force Verizon and other carriers to bear the costs of Intrado's planned 911 network. Specifically, Intrado would require Verizon to interconnect within Intrado's network at as many points as Intrado wishes, and compel Verizon (and all other carriers) to establish multiple direct end office trunks to transport their 911 calls to Intrado-served public safety answering points ("PSAPs"). Intrado would also stop Verizon and other carriers from sending their 911 calls to Verizon's selective routers for sorting to the appropriate PSAP, instead requiring Verizon to develop, implement, and pay for some kind of new call-sorting mechanism. This extreme, unprecedented "interconnection" proposal deserves no serious consideration. Intrado is free to build any kind of 911 network it wants (provided that it is consistent with Virginia law), but it has no right to force Verizon and other carriers to pay for it.

This is not the usual arbitration between an incumbent local exchange carrier ("ILEC") and a provider of competitive local exchange telephone service. Intrado plans only to offer alternative 911 services to PSAPs.[2] Intrado seeks to establish Section 251(c) interconnection arrangements solely for the purpose of receiving 911 calls from Verizon's end users and then

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[1] This Response is filed on behalf of Verizon South Inc. and Verizon Virginia Inc. (collectively, "Verizon").

[2] In this Response, "911" includes enhanced 911 ("E911"), as well.

delivering those 911 calls to PSAPs that purchase Intrado's 911 services. Intrado will not offer end users the ability to make calls to any of Verizon's end users.

One of the threshold issues raised in this consolidated proceeding – and that was the basis for Intrado's preemption request – is whether Intrado is entitled to Section 251(c) interconnection (and thus to petition for arbitration) at all or whether Intrado should obtain interconnection for its 911 service through commercial negotiations with Verizon and other carriers. Intrado claims that Section 251(c) of the Act provides "the most suitable vehicle" for Intrado to obtain "interconnection and interoperability arrangements" for Intrado's provision of 911 service to PSAPs. Intrado/Verizon Petition at 3-4. But Intrado's proposals have nothing to do with Section 251(c).

As explained more fully in Verizon's Statement of Relevant Authority (Attachment 2), the plain terms of the Act do not give Intrado any right to Section 251(c) interconnection for purposes of providing its 911 services to PSAPs. Section 251(c) interconnection is available only "for the transmission and routing of telephone exchange service and exchange access." 47 U.S.C. § 251(c). The 911 services Intrado intends to provide are not "telephone exchange services," as defined in the Act, because they will not allow end users to make local calls. And Intrado does not even suggest that the 911 services it plans to offer meet the Act's definition of "exchange access."

Some state commissions have already found that Intrado is not entitled to a Section 251(c) interconnection agreement at all. Last month, the Florida Public Service Commission dismissed Intrado's arbitrations with AT&T and Embarq because Intrado's planned 911 service did not constitute "telephone exchange service" under the Act and Intrado was therefore not

entitled to the Section 251(c) interconnection with ILECs.[3] The Public Utilities Commission of Ohio also concluded that Intrado was not entitled to Section 251(c) interconnection to take the ILECs' end users' calls to Intrado-served PSAPs.[4]

Other state commissions are now considering whether Intrado is entitled to Section 251(c) interconnection. For example, the arbitrators in Intrado's arbitrations with Verizon and AT&T in Texas have raised doubts about whether ILECs can be forced to arbitrate interconnection agreements with Intrado for the 911 services Intrado plans to provide. The parties have filed briefs on this issue that will be decided before moving forward with any arbitration.[5]

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[3] *See generally Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and Conditions for Interconnection and Related Arrangements with AT&T Florida, Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended*, Docket No. 070736-TP, Final Order (Dec. 3, 2008) ("*Fla. Intrado/AT&T Order*") (attached as Exhibit A); *Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and Conditions for Interconnection and Related Arrangements with Embarq Florida, Inc., Pursuant to Section 252(b) of the Comm. Act, as Amended*, Docket No. 070699-TP, Final Order (Dec. 3, 2008) ("*Fla. Intrado/Embarq Order*") (attached as Exhibit B). Verizon has moved the Florida Commission for a summary final order dismissing Intrado's arbitration with Verizon (which was filed after Intrado's arbitrations with Embarq and AT&T), as well.

[4] *See generally*, *Petition of Intrado Comm., Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with Embarq*, Case No. 07-1216-TP-ARB, Arbitration Award (Sept. 24, 2008) ("*Ohio Intrado/Embarq Order*") (attached as Exhibit C) and *Petition of Intrado Comm., Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with Embarq*, Case No. 07-1216-TP-ARB, Entry on Rehearing (Dec. 10, 2008 (attached as Exhibit D); *Petition of Intrado Comm., Inc. for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended, to Establish an Interconnection Agreement with Cincinnati Bell Tel. Co.*, Case No. 08-537-TP-ARB, Arbitration Award (Oct. 8, 2008) ("*Ohio Intrado/CBT Order*") (attached as Exhibit E). The Ohio Commission decided particular arbitration issues under Section 251(a) in Intrado's arbitrations with Embarq and Cincinnati Bell, but neither Verizon nor Intrado seeks arbitration under Section 251(a) in this case, and Verizon is not required and does not agree to arbitrate commercial agreement terms in this arbitration.

[5] *Petition of Intrado Comm., Inc. for Compulsory Arbitration with Verizon Southwest Under the FTA Relating to Establishment of an Interconnection Agreement*, Order No. 2,

The Bureau should find that Intrado is not entitled to Section 251(c) interconnection for the 911 services it plans to offer and therefore has no right to petition for arbitration. Intrado can obtain the interconnection services that will enable it to receive 911 calls from Verizon's end users through negotiation of a commercial agreement with Verizon or through Verizon's existing tariffs. There is therefore no reason for the Bureau to proceed with this arbitration.

If the Bureau nonetheless decides that Intrado is entitled Section 251(c) interconnection and proceeds with this arbitration (which it should not), the Bureau should find that many of the issues are moot. During the parties' negotiations, Verizon offered to Intrado the same Section 251(c) interconnection arrangements that Verizon routinely provides to competitive local exchange carriers ("CLECs"). Specifically, Verizon offered to interconnect with Intrado at a technically feasible point "within Verizon's network" and to establish a "meet point" interconnection arrangement with Intrado. Either of these forms of Section 251(c) interconnection would enable Intrado to receive 911 calls from Verizon's end users in order to provide its 911 services to PSAPs.

Intrado, however, rejected Verizon's offer of these Section 251(c) interconnection arrangements. Intrado has instead proposed a form of interconnection that Verizon is not required to provide under Section 251(c) of the Act. Intrado proposes that Verizon interconnect ***at technically feasible points within Intrado's network***, the locations of which have never been identified by Intrado. But Section 251(c) does not require Verizon or any other ILEC to interconnect in this matter. Section 251(c) only requires an ILEC to allow a requesting carrier to interconnect at "a technically feasible point within the [incumbent] carrier's network." *See also*

Requesting Briefs on Threshold Legal Issues Docket No. 36185 (Oct. 17, 2008) (attached as Exhibit F).

47 C.F.R. § 51.305(a) ("[a]n incumbent LEC shall provide for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network: . . . (2) [a]t any technically feasible point within the incumbent LEC's network").

In addition, Intrado proposes to dictate how Verizon configures its network on its side of the point of interconnection ("POI"). Intrado wants Verizon to establish dedicated trunking facilities from each affected Verizon end office to the relevant POIs on Intrado's network. Intrado's end office trunking proposal undermines the fundamental principle that the POI defines each party's respective responsibility for network facilities. In a Section 251(c) interconnection arrangement, each party is solely responsible for its network facilities and arrangements on its side of the POI. Intrado's proposal would preclude Verizon from using its existing network facilities and arrangements to deliver 911 calls to Intrado and force Verizon to deploy unnecessary trunking facilities and costly end office switch configurations.

The fundamental problem with Intrado's interconnection proposals is that they seek to shift the costs of Intrado's 911 services to Verizon and other carriers, so Intrado can gain an unfair competitive advantage over its competitors. Under Intrado's plan, Verizon would transport its end users' 911 calls to Intrado's network and Intrado would transport those calls to Intrado-served PSAPs. But instead of being paid for such transport by the PSAPs, as Verizon is today where it transports 911 calls directly to the PSAP, Verizon would have to bear the cost of hauling those calls to Intrado's network and also *pay* Intrado for interconnection within Intrado's network.

Intrado has not denied that it intends for Verizon and its end users to pay for Intrado's new 911 network. But neither the Act nor common sense allows the Commission to grant

Intrado this special privilege. If Intrado wishes to offer alternative 911 services to PSAPs, it should bear the full economic cost of those services and price them accordingly.

Intrado's interconnection proposals are central to Intrado's positions on other issues in this arbitration. As Verizon points out in its positions on many of the issues, those proposals and related language for resolving a number of issues in this arbitration incorrectly assume that Verizon must interconnect with Intrado on Intrado's network and bear all costs of delivering 911 calls to Intrado's network from each affected Verizon end office. The rejection of Intrado's unlawful interconnection proposals will automatically lead to rejection of Intrado's positions on many of the other issues.

With respect to the remaining issues, Verizon has proposed language that more accurately reflects the nature of the network facilities and arrangements and is confined to the relationship between Verizon and Intrado. Intrado's language, on the other hand, mischaracterizes the nature of the network facilities and arrangements and attempts to affect Verizon's relationships with third parties. The Commission should adopt Verizon's language and reject Intrado's language.

I. VERIZON'S STATEMENT OF UNRESOLVED ISSUES

A. Unresolved Issues between Intrado Comm and Verizon

Verizon's Statement of Unresolved Issues is set forth in Attachment 1.

B. List Identifying Persons With Knowledge Upon Whom Verizon Intends to Rely

Peter J. D'Amico
Nick Sannelli
David W. Ogburn, Jr.

C. Copies of Cost Models, Cost Studies, and Other Studies

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

II. VERIZON'S STATEMENT OF ADDITIONAL UNRESOLVED ISSUES

Verizon does not have any additional unresolved issues to raise at this time

III. VERIZON'S STATEMENT OF RELEVANT AUTHORITY

Verizon's Statement of Relevant Authority is set forth in Attachment 2.

IV. CURRENT VERSION OF INTERCONNECTION AGREEMENTS

Verizon is attaching current versions of the interconnection agreements being negotiated by the Parties as Attachment 3. Because Verizon has two ILEC entities that operate in Virginia with separate price schedules, Verizon routinely negotiates separate interconnection agreements for each entity. As noted in Attachment 3, language in ***bold italics*** is Verizon's proposed language and language in **double bold underline** is Intrado's proposed language. Language in normalized font has been agreed upon by the Parties. Intrado has agreed that the interconnection agreements included as Verizon's Attachment 3 should replace the interconnection agreement included as Attachment 3 to Intrado's petition.

V. CONCLUSION

For the reasons stated here and in the attachments to this Response, the Bureau should find that Intrado is not entitled to Section 251(c) interconnection for its planned 911 services and reject Intrado's arbitration petition. In the alternative, the Bureau should order the parties to adopt Verizon's proposed language on the outstanding arbitration issues and should reject Intrado's proposed alternative language.

Respectfully submitted,

By Leslie V. Owsley

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January 9, 2009

Counsel for Verizon

CERTIFICATE OF SERVICE

I, hereby, certify that on this 9th day of January, 2009, I served a copy of the foregoing by the method indicated below to the following individuals:

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