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August 5, 2009

BY HAND DELIVERY
Ms. Ann Cole, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 080134-TP

Dear Ms. Cole:

Enclosed for filing on behalf of Intrado Communications Inc. is an original and fifteen copies the Panel Rebuttal Testimony Eric Sorenson and Thomas Hicks in the above referenced docket.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,

Floyd R. Self

FRS/amb
Enclosures
cc: Rebecca Ballesteros, Esq.
Parties of Record

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by U. S. Mail and e-mail this 5th day of August, 2009.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications Inc. for arbitration to establish an interconnection agreement with Verizon Florida LLC, pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.12, F.S.	)	Docket No. 080134-TP

PANEL REBUTTAL TESTIMONY OF ERIC SORENSEN AND THOMAS HICKS

ON BEHALF OF

INTRADO COMMUNICATIONS INC.

August 5, 2009

SECTION I: INTRODUCTION

Q: MR. HICKS, PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS FOR THE RECORD.

A: My name is Thomas W. Hicks. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am employed by Intrado Inc. as Director - Carrier Relations. I also serve as the Director – Carrier Relations for Intrado Inc.'s telecommunications affiliate, Intrado Communications Inc. ("Intrado Comm"), which is currently certified as a competitive local exchange carrier ("CLEC") in Florida.

Q: ARE YOU THE SAME THOMAS HICKS THAT FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A: Yes.

Q: MR. HICKS, WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A: The purpose of my rebuttal testimony is to respond to Verizon's Direct Testimony on the following issues as set forth in the November 12, 2008 *Order Establishing Procedure* from a technical perspective: Issues 3, 4, 6, 9, 12, 13, 14, 15, and 53.

Q: MR. SORENSEN, PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS FOR THE RECORD.

A: My name is Eric Sorensen. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am Senior Director – Regulatory Affairs for Intrado Comm.

Q: ARE YOU THE SAME ERIC SORENSEN THAT FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A: Yes.

Q: WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A: The purpose of my testimony is to respond to Verizon's Direct Testimony on the following issues as set forth in the November 12, 2008 *Order Establishing Procedure*: Issues 34, 35, 36, 46, 47, 49, and 52. I will also address Issues 3, 4, 12, and 14 from a policy perspective.

Q: ARE YOU ATTORNEYS?

A: No, we are not attorneys. Our review and interpretation of federal and state law affecting this arbitration proceeding is from a layperson's perspective.

SECTION II: BACKGROUND

Q: HAVE ANY ADDITIONAL DECISIONS BEEN ISSUED SINCE YOUR DIRECT TESTIMONY WAS FILED THAT MAY HAVE A BEARING ON THE ISSUES BEFORE THE FLORIDA COMMISSION?

A: Yes. On June 24, 2009, the Public Utilities Commission of Ohio issued its decision in Intrado Comm's arbitration with Verizon's Ohio affiliate. A copy of the Ohio commission's decision is attached as Exhibit ES/TH-25 (Ohio Case No. 08-198-TP-ARB, *Petition of Intrado Communications Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with Verizon North Inc., Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Arbitration Award (June 24, 2009) ("*Ohio Verizon Arbitration Award*")). The Ohio commission granted Intrado Comm Section 251(c) interconnection rights and ruled on the same set of issues that are currently before this Commission. As required by the *Ohio Verizon Arbitration Award*, Intrado Comm and Verizon filed a conforming interconnection agreement with the Ohio

commission on July 24, 2009. We will further discuss the Ohio commission's decision below under each applicable issue.

Q: DO YOU AGREE WITH VERIZON'S SUMMARY OF THE SERVICES INTRADO COMM INTENDS TO PROVIDE IN FLORIDA (VERIZON AT 5)?

A: No. Verizon's description excludes the ability for a public safety answering point ("PSAP") to originate calls on Intrado Comm's Intelligent Emergency Network® lines. This is an optional feature that is deployed upon customer request and is determined at the time of initial deployment. 911 service involves critical incoming emergency communications. As a prudent business practice, 911 lines are generally designed to be one-way incoming with a call transfer disconnect feature. However, Intrado Comm's service is capable of call origination. Whether that capability is deployed is a decision made by the customer.

Q: DO YOU AGREE WITH VERIZON THAT THE SERVICES FOR WHICH INTRADO COMM SEEKS INTERCONNECTION WITH VERIZON ARE THE SAME SERVICES FOR WHICH INTRADO REQUESTED INTERCONNECTION WITH AT&T AND VERIZON (VERIZON AT 6)?

A: No. In addition to the optional call origination feature, Intrado Comm offers Enterprise 911 Service, which enables end users with multi-line telephone serving arrangements to originate 911 calls that will identify the station number and location of a communication device served by customer premises equipment such as a private branch exchange ("PBX") switch. Intrado Comm's Enterprise 911 Service allows enterprise customers to originate a 911 call and have it delivered to the appropriate PSAP whether the PSAP is served by Intrado Comm or another carrier.

Q: WHY DID INTRADO COMM ANSWER "YES" IN RESPONSE TO THAT QUESTION FROM VERIZON DURING DISCOVERY (VERIZON AT 8)?

A: Intrado Comm answered "Yes" because the services at issue in the Embarq and AT&T proceedings were Intrado Comm's service offerings to PSAPs, which Intrado Comm will also provide in Verizon's service territory. As reflected in Intrado Comm's response to Verizon Interrogatory #3, Intrado Comm also plans to offer local exchange services that provide enterprise customers access to designated PSAPs, as discussed above.

Q: DO INTRADO COMM'S 911 SERVICES PROVIDE FOR ORIGINATION AND TERMINATION AS REQUIRED UNDER THE STATUTORY DEFINITION OF "TELEPHONE EXCHANGE SERVICE" (VERIZON AT 9-10)?

A: Yes, as discussed in the Direct Testimony (Hicks at 6-7).

Q: IS VERIZON CORRECT THAT THE COMMISSION MUST MAKE THE SAME RULING HERE AS IT DID IN THE EMBARQ AND AT&T ARBITRATIONS (VERIZON AT 10-11)?

A: No. First and foremost, the issue of whether Intrado Comm is entitled to Section 251(c) interconnection is not present in the instant case. By contrast, that issue was specifically presented to the Commission for arbitration in the Embarq and AT&T proceedings. The issue of whether Intrado Comm is entitled to Section 251(c) interconnection with Verizon is not a matter that has been presented to the Commission for arbitration. The instant arbitration proceeding is distinctly different from Intrado Comm's arbitration proceedings with AT&T and Embarq. Further, as

1 explained above and in our Direct Testimony, the service for which Intrado Comm
2 seeks interconnection from Verizon is factually different than the service for which
3 Intrado Comm sought interconnection from Embarq and AT&T.

4 **Q: HAVE ANY OTHER STATE COMMISSIONS ACCEPTED VERIZON'S**
5 **ATTEMPT TO INCLUDE INTRADO COMM'S ENTITLEMENT TO 251**
6 **INTERCONNECTION AS AN ISSUE IN THE ARBITRATION**
7 **PROCEEDING?**

8 **A:** No. Verizon has attempted to belatedly raise Intrado Comm's entitlement to 251
9 interconnection in Intrado Comm's other arbitration proceedings with Verizon in
10 West Virginia, Massachusetts, and Ohio. In each of those states, the state
11 commission rejected Verizon's attempts to address that issue in the arbitration.
12 Specifically, the West Virginia commission found that it could not address the issue
13 because Verizon essentially waived the issue by entering into interconnection
14 negotiations with Intrado Comm and the issue was not squarely presented in the
15 arbitration (Exhibit ES-17 at 11 (*West Virginia Arbitration Award*)). Likewise, the
16 Massachusetts commission found that, in contrast to Intrado Comm's previous
17 arbitrations with AT&T and Embarq, the "threshold" issue was not a disputed issue in
18 Verizon's arbitration proceedings with Intrado Comm (Exhibit ES-19 at 17
19 (*Massachusetts Arbitration Award*)). Thus, the Massachusetts commission
20 determined that, "[b]ecause the Parties did not present the 'threshold' issue as a
21 disputed issue to the Department, pursuant to § 252(b)(4)(A) of the Act, the
22 Department is therefore precluded from addressing Intrado's entitlement to § 251(c)
23 interconnection in the instant proceeding" (Exhibit ES-19 at 18 (*Massachusetts*

Arbitration Award)). In Ohio, the commission did not address Verizon's claims that Intrado Comm was not entitled to Section 251(c) interconnection presumably for the same reasons as West Virginia and Massachusetts, and because the Ohio commission had already determined on four prior occasions that Intrado Comm's 911 service is a telephone exchange service and that Intrado Comm is entitled to all rights under Sections 251 and 252 (*see* Exhibit ES-2 at Finding 7 (*Ohio Certification Order*); Exhibit ES-12 at 13 (*Ohio Embarq Arbitration Award*); Exhibit ES-21 at 5 (*Ohio CBT Arbitration Award*); Exhibit ES-3 at 15-16 (*Ohio AT&T Arbitration Award*)).

Q: HAVE OTHER STATE COMMISSIONS CONCLUDED THAT INTRADO COMM IS ENTITLED TO 251 INTERCONNECTION (VERIZON AT 13)?

A: Yes. As discussed above, the Ohio commission has determined that Intrado Comm is entitled to Section 251 interconnection with Verizon and with three other incumbents (*see generally* Exhibit ES/TH-25 (*Ohio Verizon Arbitration Award*); Exhibit ES-12 at 13 (*Ohio Embarq Arbitration Award*); Exhibit ES-21 at 5 (*Ohio CBT Arbitration Award*); Exhibit ES-3 at 15-16 (*Ohio AT&T Arbitration Award*)). In addition, the West Virginia and Massachusetts commissions have arbitrated and approved 251 interconnection agreements between Intrado Comm and Verizon. Finally, the North Carolina Utilities Commission has issued a recommended order arbitrating a 251 interconnection agreement between Intrado Comm and AT&T, and specifically finding that Intrado Comm's 911 service is a telephone exchange service and as such Intrado Comm is entitled to interconnection pursuant to Section 251(c) of the Act (Exhibit ES-5 (*North Carolina RAO*)).

Q: DOES THE ONGOING CONSOLIDATED ARBITRATIONS BEFORE THE WIRELINE COMPETITION BUREAU ("BUREAU") OF THE FEDERAL COMMUNICATIONS COMMISSION ("FCC") HAVE ANY BEARING ON THE INSTANT ARBITRATION PROCEEDING (VERIZON AT 14-15)?

A: No. While it is true that many of the substantive interconnection issues in the instant proceeding and the Intrado Comm/Verizon Virginia arbitration before Bureau are the same, there is one very important difference. The issue of whether Intrado Comm is entitled to Section 251(c) interconnection for the competitive provision of 911/E-911 services is not an issue in the instant arbitration proceeding before the Commission as the Commission's November 12, 2008 *Order Establishing Procedure* demonstrates. In fact, the issue was not originally present in Intrado Comm's arbitration proceeding with Verizon before the Bureau because neither Intrado Comm nor Verizon designated it as an issue for arbitration. The issue is now included in Intrado Comm's arbitration with Verizon Virginia only by virtue of the Bureau's decision to consolidate the Intrado Comm/Verizon and Intrado Comm/Embarq Virginia arbitrations.

Q: DOES INTRADO COMM'S REQUEST FOR INTERCONNECTION REQUIRE CHANGES TO THE STATEWIDE E-911 PLAN OR IMPLICATE FLORIDA 911/E-911 STATUTES (VERIZON AT 12-13)?

A: No, changes to the statewide E-911 plan or to state law are not required for Intrado Comm to serve its public safety and business customers in Florida or provide its services in competition with Verizon. At this time, Intrado Comm's customers are three counties in Florida who received grant funds from the Florida

E-911 Board. Each of the state's 67 counties was invited to participate in a competitive grant process for funds. It is our understanding that the Florida E-911 Board's primary duty under Florida state law is to approve how 911 funds are allocated to the counties and applied to 911 services. While we are not lawyers, it is our understanding that the Florida E-911 Board approved funds for these counties for services provided by Intrado Comm that are within the scope of services authorized by Florida statutes for which the 911 fee may be spent.

Q: ARE INTRADO COMM'S PROPOSALS AIMED AT SHIFTING COSTS TO VERIZON (VERIZON AT 16)?

A: No. Throughout its testimony, Verizon asserts that Intrado Comm seeks to enter the market by "shifting costs" to Verizon. Verizon equates competition in the 911/E-911 market as subordinating Verizon to the role of subsidizing Intrado Comm's market entry.

Q: PLEASE EXPLAIN FURTHER.

A: Competition dictates certain arrangements to ensure competition is successful. Intrado Comm cannot be accused of shifting costs simply because it seeks to exercise the rights given to it as a CLEC by Congress to ensure competition is achieved. Rather it is Verizon's actions that smack of the sole effort to maintain its monopoly over service to PSAPs in its operating territory. Failure to accept Intrado Comm's proposals undermines the pro-competitive goals of the Act and allows Verizon to continue its anti-competitive, monopolistic behavior in Florida.

Q: IS INTRADO COMM DEMANDING "SPECIAL CONSIDERATION" FOR ITS INTERCONNECTION PROPOSALS (VERIZON AT 17)?

1 **A:** No. Intrado Comm seeks to be treated in parity with how Verizon treats its own
2 911/E-911 traffic destined for its PSAP customers and how Verizon treats third-
3 party originated 911/E-911 traffic destined for Verizon's PSAP customers.

4 **Q: ARE INTRADO COMM'S SPECIFIC INTERCONNECTION**
5 **ARRANGEMENTS NECESSARY FOR INTRADO COMM TO PROVIDE**
6 **ITS COMPETITIVE 911/E-911 SERVICES (VERIZON AT 15-16)?**

7 **A:** Yes. Intrado Comm's proposed interconnection arrangements are necessary to
8 ensure Intrado Comm can compete on a level playing field with Verizon and
9 provide Florida public safety agencies with functionality similar to that which
10 they receive today.

11 **Q: DO YOU AGREE THAT INTRADO COMM'S SUBSCRIBERS WILL NOT**
12 **INTERCOMMUNICATE WITH OTHER SUBSCRIBERS IN THE LOCAL**
13 **EXCHANGE (VERIZON AT 21)?**

14 **A:** No. Intrado Comm PSAP customers will intercommunicate with every customer
15 dialing 911 for which the PSAP is the designated PSAP to receive the call. In
16 addition, PSAP subscribers will have the ability to either originate calls or use the call
17 transfer disconnect feature to communicate with other subscribers within the local
18 exchange that are served by the PSAP and to communicate with other PSAPs when
19 necessary to transfer a 911 caller. Finally, as discussed below, Intrado Comm's
20 enterprise customers will intercommunicate with the PSAP to which their 911 call is
21 directed, which may or may not be Intrado Comm's PSAP customer.

22 **Q: DO YOU AGREE THAT INTRADO COMM'S ONLY CUSTOMERS WILL**
23 **BE PSAPS (VERIZON AT 24)?**

A: No. Intrado Comm intends to market its 911 services to PSAPs and enterprise customers. This is no different than the intended target market for Verizon's 911 services. Intrado Comm's Enterprise 911 Service is targeted at any end user who has a multi-line telephone serving arrangement such as a PBX that provides access to local exchange service and access service to multiple stations (which may be at multiple locations). These enterprise subscribers purchase service that permits them to originate a 911 call and have it completed to the appropriate PSAP end user whether that end user is a subscriber of Intrado Comm's or a subscriber of another carrier.

Q: DO YOU AGREE WITH VERIZON'S ASSESSMENT OF THE CURRENT 911 NETWORK, INCLUDING INTRADO COMM'S PLANNED NETWORK ARCHITECTURE (VERIZON AT EXHIBITS 2 AND 3)?

A: Yes and no. Verizon Exhibit 2, which depicts a network architecture arrangement where Verizon is serving as the 911/E-911 service provider, appears to be appropriately diagramed. However, Intrado Comm does not agree with the notes on Verizon Exhibit 2 that appear to reflect that the Verizon tariff rates for selective router functionality, C-ALI charges, and/or third-party integration would be applied when Verizon <u>is not</u> the 911/E-911 service provider for the county or PSAP. In addition, rather than rely on Verizon Exhibit 3 for the network architecture arrangement where Intrado Comm is serving as the 911/E-911 service provider, Intrado Comm directs the Commission to review the diagrams set forth in Exhibit TH-8.

<u>SECTION III: UNRESOLVED ISSUES</u>

Q: IN INTRADO COMM'S OTHER ARBITRATION PROCEEDINGS WITH VERIZON, HAVE ANY STATE COMMISSIONS RULED THAT THE POINT OF INTERCONNECTION ("POI") SHOULD BE ON INTRADO COMM'S NETWORK WHEN INTRADO COMM IS THE DESIGNATED 911/E-911 SERVICE PROVIDER?

A: Yes. The Ohio commission found that the POI for 911 traffic should be at the selective router of the 911/E-911 service provider that serves the 911 caller's designated PSAP. Thus, Verizon is required to deliver 911/E-911 calls destined for PSAP customers of Intrado Comm to an Intrado Comm selective router serving that PSAP and that is located in Verizon's service territory with the state. Likewise, Intrado Comm is required to deliver 911/E-911 calls destined for PSAP customers of Verizon to a Verizon selective router. The Ohio commission determined that this arrangement was consistent with the FCC's *King County Order* and permissible under Section 251(a) of the Act. The Ohio commission's discussion of this issue can be found at Exhibit ES/TH-25 at 5.

Q: DO YOU AGREE THAT INTRADO COMM'S INTERCONNECTION PROPOSALS DIFFER FROM "THE USUAL CLEC SITUATION" (VERIZON AT 21)?

A: Absolutely. Verizon is attempting to make an apples and oranges comparison. A CLEC's interconnection arrangement for the completion of plain old telephone service ("POTS") traffic and for the purpose of competing with Verizon for POTS traffic customers is not the same as interconnection to compete for Verizon's PSAP customers. The latter interconnection arrangement must be structured to

ensure Florida public safety agencies and the citizens dialing 911 receive a reliable, redundant, and diverse 911 network. Intrado Comm's proposed interconnection arrangements achieve that goal.

Q: CAN YOU PLEASE ADDRESS VERIZON'S CLAIM THAT ONLY AN "OCCASIONAL" CALL MAY FLOW FROM INTRADO COMM TO VERIZON (VERIZON AT 24)?

A: Verizon's comment does not paint an accurate picture of today's 911 environment. There are likely to be numerous 911 calls flowing between the Parties' networks, including traffic from Intrado Comm PSAP customers to Verizon PSAP customers, or from Intrado Comm enterprise customers to Verizon served PSAPs. Further, the substantial increase in popularity of mobile technologies, and future services such as 911 text messaging, will make it even more critical to ensure all 911 "calls" reach the appropriate PSAP, which may require 911 call transfers to occur between the Parties' networks with greater frequency. Given the continued growth of wireless and mobile technologies, it is likely that the number of calls transferred from Intrado Comm to Verizon will be significantly more than the "occasional" call Verizon predicts.

Q: DOES THE USE OF TWO INTERCONNECTION POINTS - ONE FOR THE PARTIES' EXCHANGE OF INTRADO COMM ORIGINATED TRAFFIC AND ONE FOR THE PARTIES' EXCHANGE OF VERIZON ORIGINATED TRAFFIC - SUPPORT VERIZON'S ARGUMENT THAT THERE WILL BE NO MUTUAL EXCHANGE OF TRAFFIC BETWEEN THE PARTIES (VERIZON AT 24)?

1 **A:** No. Verizon conveniently ignores how it treats 911 traffic in its own
2 interconnection agreements today. Specifically, Verizon requires CLECs to
3 establish a point of interconnection for POTS traffic, which is governed by
4 Section 251(c). At the same time, however, Verizon's template interconnection
5 agreement compels CLECs, at the CLECs' own cost, to establish additional
6 interconnection arrangements at every Verizon selective router to deliver 911
7 calls to Verizon's PSAP customers. Verizon's interconnection agreements
8 therefore recognize the difference between 911 traffic and POTS traffic, just has
9 the FCC and other state commissions have done.

10 **Q: HOW DO YOU RESPOND TO VERIZON'S CLAIM THAT INTRADO**
11 **COMM'S PROPOSED CONTRACT LANGUAGE WOULD ALLOW**
12 **INTRADO COMM TO REQUIRE VERIZON TO ESTABLISH**
13 **INTERCONNECTION POINTS OUTSIDE OF FLORIDA (VERIZON AT**
14 **25)?**

15 **A:** The agreed-upon provisions of the Parties' interconnection agreement (*see*
16 General Terms and Conditions § 43.1) make clear that the agreement applies to
17 the State of Florida, not other states. In addition, Intrado Comm has stated on
18 numerous occasions, including on the record in its other arbitration proceedings,
19 that it intends to establish at least two (2) locations in Florida at which Verizon
20 could establish its interconnection points. As reflected in Intrado Comm's
21 response to Staff Interrogatory #9, Intrado Comm has currently placed selective
22 routers in the Gulf Coast LATA 952 (Tampa) and the Southeast Florida LATA

460 (Miami). Additional selective routers may be placed in Florida as warranted by traffic.

Q: VERIZON CLAIMS THAT IT DOES NOT HAVE ANY INTERCONNECTION ARRANGEMENTS LIKE THE ONE INTRADO COMM IS PROPOSING HERE (VERIZON AT 26). IS THIS TRUE?

A: No. The interconnection arrangements Intrado Comm proposes here are identical to those used by Verizon when it is the 911/E-911 service provider for PSAP customers. Verizon's attempt to offhandedly dismiss the POI and dedicated trunking arrangements it has established within its own network for 911/E-911 traffic should be rejected.

Q: PLEASE EXPLAIN.

A: Verizon's recitation of how POI arrangements are established for POTS traffic should not be relied upon for determining POI arrangements for 911/E-911 traffic as evidenced by Verizon's own network arrangements. Verizon's template interconnection arrangements for CLECs that need to terminate their customer 911/E-911 calls to PSAPs served by Verizon demonstrates that Verizon does not follow the POI rules established for POTS for interconnection for 911 calls received from CLECs.

Q: IS VERIZON CORRECT WHEN ITS SAYS ITS POI ARRANGEMENTS WITH OTHER ILECS HAVE NO BEARING ON INTRADO COMM'S PROPOSALS (VERIZON AT 27)?

A: No. Verizon's POI arrangements with other ILECs are further evidence that industry practice calls for 911/E-911 calls to be delivered to the selective router

1 serving the PSAP. When a Verizon end user initiates a 911 call destined for
2 another 911/E-911 service provider (*i.e.*, an adjacent, non-competing ILEC),
3 Verizon does not require the other 911/E-911 service provider to interconnect
4 with Verizon at Verizon's selective router as Verizon would require Intrado
5 Comm to do here. Instead, Verizon "hauls" the 911/E-911 call to a meet-point
6 established with the other 911/E-911 service provider. Verizon's arrangements
7 with other, non-competing 911/E-911 service providers reflect the industry
8 standard practice that the POI for the exchange of 911/E-911 calls is at the
9 selective router serving the PSAP to which the call is destined.

10 **Q: IS INTRADO COMM'S PROPOSED POI ARRANGEMENT ONLY**
11 **ABOUT THE ARRANGEMENTS VERIZON HAS WITH NON-**
12 **COMPETING ILECS (VERIZON AT 27)?**

13 **A:** No. Intrado Comm's proposals are also based on the network interconnection
14 arrangements Verizon has demanded for ***itself***. In adopting the equal in quality
15 concept in Section 251(c)(2)(C), Congress specifically intended that the
16 interconnection arrangements Verizon chose for itself would define the minimum
17 interconnection arrangements to be available to competitors.

18 **Q: WHY IS ESTABLISHING A MEET-POINT ARRANGEMENT FOR THE**
19 **EXCHANGE OF 911/E-911 CALLS WITH VERIZON**
20 **UNSATISFACTORY TO INTRADO COMM (VERIZON AT 28)?**

21 **A:** During the Parties' negotiation calls, the Parties discussed the possibility of
22 establishing a meet-point arrangement to exchange 911/E-911 calls between their
23 networks. Verizon, however, would only accept the use of a meet-point

arrangement if it was provisioned using fiber. Fiber-based meet-point arrangements are not suitable for the exchange of 911/E-911 service traffic. Fiber is used to carry very large amounts of traffic. The volume of 911/E-911 calls to be exchanged by the Parties would not justify a fiber deployment. There would be a substantial amount of excess capacity, which would be inefficient and uneconomical for both Parties. In addition, the appropriate point of interconnection for the Parties' exchange of 911 traffic is at the selective router serving the PSAP to which the 911 call is destined.

Q: VERIZON CLAIMS INTRADO COMM IS "FORCING" VERIZON TO HAUL TRAFFIC TO INTRADO COMM'S NETWORK (VERIZON AT 26). DOESN'T VERIZON IMPOSE THE SAME REQUIREMENTS ON ANY COMPETITIVE PROVIDER SEEKING TO TERMINATE 911/E-911 CALLS ON VERIZON'S NETWORK?

A: Yes. Intrado Comm is not "forcing" Verizon to do anything more than what Verizon requires any competitive provider to do. In its template 251(c) interconnection agreement, Verizon requires carriers seeking to terminate 911/E-911 service traffic on Verizon's network to establish direct connections to each Verizon selective router serving a PSAP in the geographic area in which the carrier offers service. Verizon acknowledges this when it says that CLECs "interconnect at Verizon's selective routers using their own circuits or circuits provided by Verizon or another carrier. These carriers deliver their customers' 911 calls over dedicated 911 trunks to Verizon's selective router" (Verizon Direct Testimony at 19, lines 19-22). Verizon imposes this obligation on all competitive

carriers even when the competitive carrier has established a POI for other telephone exchange service traffic (*e.g.*, POTS traffic) at a different location. These CLECs also must pay for the trunks to each Verizon selective router. Verizon therefore recognizes the importance of 911/E-911 calls to be delivered directly to the selective router serving the PSAP when it is the provider of E-911 services to the PSAP.

Q: CAN YOU PLEASE RESPOND TO VERIZON'S CLAIM THAT THERE IS NO "RECIPROCITY" BETWEEN THE PARTIES BECAUSE THEY WILL NOT "EXCHANGE" TRAFFIC AS VERIZON DOES WITH OTHER CLECS (VERIZON AT 27)?

A: Verizon's assertion is based on an improper characterization of 911 traffic. The ability to transfer a 911 call from one provider's 911 system to another provider's 911 system constitutes the reciprocal exchange of traffic. Further, Intrado Comm's Enterprise 911 Service offering will require Intrado Comm to deliver its end users' 911 traffic to the appropriate PSAP, which may be served by Verizon, thus also resulting in the reciprocal exchange of traffic between the Parties.

Q: WHAT ABOUT VERIZON'S CLAIM THAT THE COMMISSION CANNOT ADOPT INTRADO COMM'S POI PROPOSAL BASED ON INTRADO COMM'S ARGUMENTS THAT IT IS THE MOST EFFICIENT AND COST-EFFECTIVE PROPOSAL (VERIZON AT 29)?

A: Verizon is wrong. The Commission has a critical role in the oversight of the rollout of 911 services as explained in Direct Testimony (Sorensen at 19-21).

Q: IS VERIZON'S INTERPRETATION OF THE LAW GOVERNING 911 INTERCONNECTION ACCURATE (VERIZON AT 29-30)?

A: No. While we are not lawyers, Verizon's interpretation of the law is inappropriately focused on interconnection for traditional POTS traffic. Verizon itself has decided that 911 interconnection arrangements should be different from those used for POTS traffic, and Verizon is required to give Intrado Comm the same arrangements it provides to ***itself*** when Verizon is serving the PSAP.

Issue 4: (a) Should the Parties implement inter-selective router trunking?

(b) If so, what terms and conditions should govern PSAP-to-PSAP call transfers using inter-selective router trunking?

Q: PLEASE EXPLAIN HOW THE OHIO COMMISSION RECENTLY RULED IN CONNECTION WITH THE PARTIES' IMPLEMENTATION OF INTER-SELECTIVE ROUTER TRUNKING.

A: The Ohio commission agreed with Intrado Comm that the Parties' interconnection agreement should contain the framework for establishing interconnection and interoperability of the Parties' networks in order to ensure that inter-selective router capabilities can be provisioned once requested by an Ohio county or PSAP (*see* Exhibit ES/TH-25 at 11).

Q: HAS VERIZON PROVIDED ANY REASON WHY INTER-SELECTIVE ROUTER TRUNKING SHOULD NOT BE USED BY THE PARTIES FOR THE TRANSFER OF 911/E-911 CALLS BETWEEN THEIR PSAP CUSTOMERS?

1 **A:** No. In fact, Verizon admits that it is willing to make inter-selective router
2 arrangements available to Intrado Comm (Verizon Direct at 31).
3 **Q: WOULD INTRADO COMM'S INTER-SELECTIVE ROUTING**
4 **PROPOSAL REQUIRE VERIZON "TO PAY FOR VIRTUALLY ALL OF**
5 **THE TRUNKING" BETWEEN THE PARTIES' NETWORKS (VERIZON**
6 **AT 32)?**
7 **A:** No. Verizon would be responsible for establishing trunks between its selective
8 router and Intrado Comm's selective router for Verizon-originated traffic destined
9 for Intrado Comm's customers. Intrado Comm would be responsible for
10 establishing trunks between its selective router and Verizon's selective router for
11 Intrado Comm-originated traffic destined for Verizon's customers. In the
12 alternative, the Parties could jointly provision two-way trunks between their
13 networks and share the cost. In either case, the Parties would split the cost of the
14 trunking, which could then be recovered from each Party's PSAP customer.
15 **Q: PLEASE EXPLAIN.**
16 **A:** Today, a government municipality or PSAP requesting call transfer capabilities is
17 responsible for paying for that service just like any other service the customer
18 requests. Intrado Comm expects that same practice to continue under the Parties'
19 interconnection agreement. Thus, each Party would be able to recover the costs
20 of establishing inter-selective router trunking from its PSAP customer either as a
21 separate charge or as part of the bundled service offering provided to the PSAP.

Q: IS VERIZON CORRECT THAT INTRADO COMM SEEKS TO IMPLEMENT CALL TRANSFER ARRANGEMENTS WITHOUT PSAP CONSENT (VERIZON AT 33)?

A: No. The agreed-upon language of the interconnection agreement contradicts Verizon's argument. The Parties have agreed to language indicating that inter-selective router trunking arrangements would be established between the Parties when each Party's customer ***agrees*** that 911 calls should be transferred between PSAPs served by each Party:

> Where the Controlling 911 Authority for a PSAP for which Verizon is the 911/E-911 Service Provider and the Controlling 911 Authority for a PSAP for which Intrado Comm is the 911/E-911 Service Provider agree to transfer 911/E-911 Calls from one PSAP to the other PSAP and each Controlling 911 Authority requests its 911/E-911 Service Provider to establish arrangements for such 911/E-911 Call transfers, each Party shall. . . . (911 Attachment § 1.4.1).

Verizon's claim that Intrado Comm can force Verizon to implement inter-selective router trunking without PSAP input or consent is simply not true.

Q: IS "INTEROPERABILITY" A COMMONLY UNDERSTOOD TERM IN THE INDUSTRY (VERIZON AT 33)?

A: Yes. It is our understanding that the FCC has defined the term to mean the ability of two or more facilities, or networks, to be connected, to exchange information, and to use the information that has been exchanged.

Q: DO YOU UNDERSTAND WHY VERIZON WOULD CALL INTRADO COMM'S REQUEST FOR DIAL PLAN INFORMATION "EXCESSIVE" (VERIZON AT 34)?

A: No. Intrado Comm's request for the exchange of inter-selective router dial plans is not "excessive" as Verizon's claims. The technology used to make PSAP-to-PSAP inter-selective router transfers work properly is dependent on the specific software of each 911 selective router. Often times PSAP-to-PSAP inter-selective router transfer must mimic traditional 911 call termination to a directory number assigned to the PSAP. Hence, it is only logical that the Parties with the selective routers share this dial plan information to ensure PSAP-to-PSAP transfer works properly.

Q: IN ADDITION TO THE WEST VIRGINIA AND MASSACHUSETTS DECISIONS DISCUSSED IN DIRECT TESTIMONY (HICKS AT 19-20), HAVE OTHER STATE COMMISSIONS ORDERED DIAL PLAN LANGUAGE TO BE INCLUDED IN THE PARTIES' INTERCONNECTION AGREEMENT?

A: Yes, the Ohio commission directed Intrado Comm and Verizon to share dial plan information in a manner that is consistent with how Verizon currently shares dial plan information with other 911 carriers with which Verizon has inter-selective routing arrangements (Exhibit ES/TH-25 at 12). The Parties therefore included the following language in their conforming Ohio interconnection agreement:

> 1.4.4 The Parties will maintain appropriate dial plans to support inter-PSAP call transfer and shall notify each other of changes, additions, or deletions to those dial plans.

<u>Issue 6</u>: Should requirements be included in the ICA on a reciprocal basis for forecasting?

Q: HOW DO YOU RESPOND TO VERIZON'S CLAIM THAT THE PARTIES SHOULD NOT BE CHARACTERIZED AS "CO-CARRIERS" (VERIZON AT 35)?

A: Given the importance of 911/E-911 services, the Parties will be required to work together to ensure adequate 911 arrangements are implemented to support the mutual exchange of 911/E-911 traffic between the Parties' networks. This is the essence of a "co-carrier" relationship.

Q: IS VERIZON CORRECT THAT INTRADO COMM OR ITS PSAP CUSTOMERS WOULD BE THE BEST JUDGE OF CALL VOLUMES FROM VERIZON'S END USERS (VERIZON AT 35)?

A: No. As explained in Direct Testimony (Hicks at 21-22), Verizon is the current monopoly provider of 911/E-911 services to public safety agencies in its Florida territory and is therefore uniquely situated to judge how many 911/E-911 calls are generally sent to a specific PSAP that may become Intrado Comm's customer.

Q: UNDER VERIZON'S THEORY, INTRADO COMM SERVED PSAPS HAVE THE BEST KNOWLEDGE OF CALL VOLUMES (VERIZON AT 35). WOULDN'T THE REVERSE BE TRUE FOR VERIZON SERVED PSAPS ELIMINATING THE NEED FOR INTRADO COMM TO PROVIDE FORECASTS TO VERIZON?

A: Yes. If Verizon's theory is correct, there should be no reason for Intrado Comm to provide 911 trunking forecasts to Verizon, especially in light of Verizon's argument that the traffic will be virtually one way, from Verizon to Intrado Comm.

Q: PLEASE EXPLAIN HOW THE OHIO COMMISSION RECENTLY RULED IN CONNECTION WITH THIS PARTICULAR ISSUE IN INTRADO COMM'S ARBITRATION WITH VERIZON IN OHIO.

A: The Ohio commission adopted Intrado Comm's proposed language finding that "[i]t seems unreasonable for Verizon to require of Intrado a regular form of reporting that Verizon considers an 'unnecessary burden' if placed upon itself" (Exhibit ES/TH-25 at 14).

Issue 9: What terms and conditions should govern how the Parties will initiate interconnection?

Q: IS THIS ISSUE SOLELY DEPENDENT ON THE LOCATION OF THE POI (VERIZON AT 37)?

A: No. Intrado Comm's proposed language recognizes that the Parties will be operating as co-carriers and thus should exchange information prior to initiating interconnection in a specific geographic area.

Q: PLEASE EXPLAIN HOW THE OHIO COMMISSION RECENTLY RULED IN CONNECTION WITH THIS PARTICULAR ISSUE IN INTRADO COMM'S ARBITRATION WITH VERIZON IN OHIO.

A: The Ohio commission determined that the mutual sharing of information is necessary for both Parties to perform appropriate engineering of their respective networks to ensure that adequate arrangements are in place between the Parties to ensure the termination of 911 calls to the appropriate PSAP (Exhibit ES/TH-25 at 17).

Issue 12: How will the Parties route 911/E-911 calls to each other?

Q: DOES INTRADO COMM'S DEDICATED DIRECT TRUNKING PROPOSAL DICTATE HOW OTHER CARRIERS DESIGN THEIR NETWORKS (VERIZON AT 41)?

A: No. There will be no need for CLECs and wireless carriers to route their 911 traffic through Verizon's selective routers when Intrado Comm serves the PSAP to which the 911 call is destined. Those CLECs and wireless carriers can interconnect with Intrado Comm directly. CLECs and wireless carriers will have the flexibility to interconnect with Intrado Comm in a myriad of locations (*see* Hicks Direct at 14-16).

Q: DOES INTRADO COMM'S DEDICATED DIRECT TRUNKING PROPOSAL COMPROMISE RELIABILITY (VERIZON AT 41)?

A: No. Intrado Comm's dedicated trunking proposal is entirely consistent with industry network interconnection arrangements as implemented by Verizon within its own network for service to its own customers and those interconnection arrangements imposed by Verizon on other carriers seeking to terminate 911/E-911 calls to Verizon's PSAP customers.

Q: IS INTRADO COMM REQUESTING THAT VERIZON IMPLEMENT "CLASS MARKING" OR "LINE ATTRIBUTE ROUTING" AS VERIZON CONTENDS (VERIZON AT 41, 44)?

A: No. Verizon may use any technically feasible method to transport its end users' 911 calls to the designated PSAP served by Intrado Comm as long as those calls are delivered on dedicated, direct trunks from Verizon's end offices.

Q: IS VERIZON CORRECT THAT CLECS AND WIRELESS CARRIERS WILL NOT BE ABLE TO PROVIDE 911/E-911 CALLING SERVICES TO

1 **THEIR END USERS IF INTRADO COMM'S DEDICATED TRUNKING**
2 **PROPOSAL IS IMPLEMENTED (VERIZON AT 42, 43)?**
3 **A:** No. Other carriers needing to deliver 911/E-911 service calls to Intrado Comm's
4 PSAP customers will be offered a myriad of interconnection locations throughout
5 the United States, including at least two points in Florida. Connection to any one
6 of Intrado Comm's selective routers anywhere in the country will allow those
7 carriers to reach all Intrado Comm served PSAPs throughout the country.
8 **Q: SHOULD VERIZON BE PERMITTED TO POLICE INTRADO COMM'S**
9 **INTERCONNECTION RELATIONSHIPS WITH OTHER FLORIDA**
10 **CARRIERS (VERIZON AT 43)?**
11 **A:** No. Direct trunking and direct interconnection relationships are the best method
12 of delivering 911/E-911 service traffic to the designated 911/E-911 service
13 provider. There is no need for Verizon to be a middleman.
14 **Q: SHOULD VERIZON BE ABLE TO ROUTE 911/E-911 SERVICE**
15 **TRAFFIC FROM THIRD PARTIES TO INTRADO COMM (VERIZON**
16 **AT 43)?**
17 **A:** No. Verizon's suggestion that it will route 911/E-911 service traffic from third
18 parties to Intrado Comm raises reliability issues. Intrado Comm's network
19 reliability becomes more susceptible to massive network failure due to the
20 concentration of third party carrier traffic over fewer transport facility routes
21 versus the diversity offered when trunking is established from each carrier's
22 individual network to Intrado Comm's 911/E-911 network. Depending upon
23 Verizon's trunking arrangements, 911 service calls destined for an Intrado Comm

served PSAP may be "blocked" due to trunk group traffic loads to Verizon served PSAPs saturating the common trunk group from the third parties to Verizon's 911/E-911 service network. Further, 911 service calls destined for one Intrado Comm served PSAP may be "blocked" due to trunk group traffic loads to unrelated PSAPs saturating the common trunk group from the third parties to Intrado Comm's 911/E-911 service network.

Q: ARE THERE ANY OTHER ISSUES WITH ROUTING THIRD PARTY 911/E-911 SERVICE TRAFFIC THROUGH VERIZON?

A: It is common for different call types (especially wireless 911 calls) to be routed over different PSAP trunks or to specific call taker positions at the PSAP. Such 911 call routing arrangements are commonly made to ensure PSAP call takers are not overwhelmed by multiple 911 calls regarding one incident, which often happens when emergencies occur in public locations and many wireless callers dial 911 at the same time. By combining all call types (wireless, wireline, and VoIP) over a common trunk group as Verizon appears to suggest, the PSAP is unable to discern the call by type, which removes or severely limits the call management control options typically available to PSAP managers when the 911 trunking is direct from each service provider to the Intrado Comm selective router.

Q: ARE YOU FAMILIAR WITH THE CONCEPT OF TRANSIT TRAFFIC?

A: Yes. Transit traffic is traffic that originates with one carrier, transits Verizon's network, and terminates with another carrier. Neither the calling party nor the called party is Verizon's customer. Usually Verizon charges a per-minute fee for

providing this transit service. 911 calls traditionally have not been included in the types of traffic for which transit service is available. Rather, most ILECs (including Verizon) require competitors to deploy separate direct dedicated trunking to each relevant ILEC selective router as previously discussed.

Q: DOES VERIZON'S TEMPLATE 251(C) INTERCONNECTION AGREEMENT CONTAIN TERMS AND CONDITIONS GOVERNING TRANSIT TRAFFIC?

A: Yes. Verizon's template Section 251(c) interconnection agreement requires competitors to enter into arrangements with third party carriers to which the competitor may terminate traffic. Verizon rebuffs any involvement in the relationship between the competitor and third party carriers.

Q: IS THIS CONSISTENT WITH OTHER ILECS' TEMPLATE INTERCONNECTION AGREEMENTS?

A: Yes. Most ILECs require interconnecting carriers to enter into direct interconnection arrangements with other carriers rather than rely on transit services. Many ILECs include contract provisions in their agreements that allow the ILEC to impose penalties or fees where a CLEC fails to enter into direct interconnection arrangements within a certain period of time after a certain threshold of traffic is reached.

Q: TO YOUR KNOWLEDGE, HAS VERIZON MADE ANY PUBLIC STATEMENTS WITH RESPECT TO TRANSIT SERVICES?

A: Yes. In its public filings to the FCC, Verizon has eschewed any obligation to provide transit services under a Section 251(c) interconnection agreement. As

Verizon's filings state, "nothing in the Act requires Verizon to accept any CLEC traffic that is destined for another carrier (such as another CLEC or a non-Verizon ILEC)" and thus Verizon only "voluntarily provides these services" (*See* CC Docket No. 01-92, *Developing a Unified Intercarrier Compensation Regime*, Reply Comments of Verizon at 25, 26-27 (Nov. 5, 2001), *available at* http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6512773351). A service as important as 911 should not be relegated to "voluntary" transit service arrangements that, in Verizon's view, it is under no obligation to provide.

Q: IS VERIZON CORRECT WHEN IT CLAIMS INTRADO COMM'S NETWORK ARCHITECTURE PROPOSAL WOULD INCREASE OTHER CARRIERS' COSTS (VERIZON AT 43)?

A: No, Intrado Comm's network architecture proposal would likely reduce the costs of other carriers providing services in Florida. Verizon requires other carriers to directly interconnect to each Verizon selective router serving PSAP customers in the area in which the carrier offers service. Intrado Comm, by contrast, only requires carriers to interconnect to a minimum of two selective routers anywhere in Intrado Comm's nationwide footprint. Such an arrangement could significantly reduce the number of locations for connections a competitor is required to make.

Q: IS VERIZON'S CITATION OF THE OHIO COMMISSION'S FINDINGS WITH RESPECT TO INTRADO COMM'S DEDICATED TRUNKING PROPOSAL ACCURATE (VERIZON AT 45)?

1 **A:** No. Importantly, the Ohio commission adopted Intrado Comm's POI proposal *on*
2 *four separate occasions* finding that the POI should be located at the selective
3 router of the 911/E-911 network provider and that an ILEC sending 911/E-911
4 calls to an Intrado Comm served PSAP is responsible for delivering its 911/E-911
5 calls to an Intrado Comm selective router location. Moreover, the dedicated
6 trunking issue before the Ohio commission was framed differently than the issue
7 presented to this Commission for arbitration. In Ohio, Embarq had agreed during
8 the parties' negotiations to deploy dedicated trunking from its end offices to
9 Intrado Comm's selective router in situations in which the entire end office is
10 served by the same PSAP (Exhibit ES-12 at 30). In fact, out of the major ILECs
11 from which Intrado Comm is seeking interconnection throughout the United
12 States, Verizon is the only one to refuse to implement dedicated trunking with
13 Intrado Comm for end offices served by a single PSAP. In addition, under
14 Intrado Comm's proposed interconnection agreement language, to the extent
15 Verizon cannot determine on which dedicated trunk to place its end users' 911/E-
16 911 calls, the Parties would work with the affected PSAPs to determine the best
17 arrangement in the case of a split rate center (*see* 911 Attachment § 1.3.2.3). The
18 contract language at issue in the Embarq and CBT Ohio proceedings was different
19 than what Intrado Comm proposes here.

20 ***Issue 13*: *Should the ICA include a description of Verizon's 911/E-911 facilities? If so,***
21 ***what is the appropriate description?***

22 **Q: IN ADDITION TO THE WEST VIRGINIA AND MASSACHUSETTS**
23 **DECISIONS DISCUSSED IN YOUR DIRECT TESTIMONY (HICKS AT 39),**

HAVE OTHER STATE COMMISSIONS MADE FINDINGS WITH RESPECT TO THIS ISSUE?

A: The Ohio commission found that Verizon's proposed description of its network was very specific and limiting in scope whereas the language used by Verizon to describe Intrado Comm's network was more flexible (Exhibit ES/TH-25 at 21). Thus, the Ohio commission directed the Parties' to include the following language in their Ohio interconnection agreement:

> For areas where Verizon is the 911/E-911 Service Provider, Verizon provides and maintains such equipment and software at the Verizon 911 Tandem/Selective Router(s) and, if Verizon manages the ALI Database, the ALI Database, as is necessary for 911/E-911 Calls. For areas where Intrado Comm is the 911/E-911 Service Provider, Intrado Comm provides and maintains such equipment and software at the Intrado Comm 911 Tandem/Selective Router(s) and, if Intrado Comm manages the ALI Database, the ALI Database, as is necessary for 911/E-911 Calls.

<u>Issue 14</u>: Should the ICA include a provision for maintaining ALI steering tables? If so, what provisions should be included?

Q: HAS INTRADO COMM ACKNOWLEDGED THAT THE ALI FUNCTION IS AN INFORMATION SERVICE (VERIZON AT 52)?

A: No. Verizon mischaracterizes Intrado Comm's position. Intrado Comm has not acknowledged that ALI is an information service when provided in conjunction with a complete 911/E-911 service offering to PSAPs. By contrast, *<u>stand-alone</u>* ALI may be viewed as an information service. Intrado Comm's request for ALI steering capabilities has nothing to do with stand-alone ALI functions.

Q: DOES THE EXISTING COMMERCIAL AGREEMENT BETWEEN VERIZON AND INTRADO COMM'S AFFILIATE ADDRESS THE ARRANGEMENTS INTRADO COMM SEEKS HERE (VERIZON AT 53)?

A: No, the existing commercial agreement between Intrado Comm's affiliate and Verizon does not address the arrangements Intrado Comm seeks here. As an initial matter, Intrado Comm is not a party to that agreement and cannot avail itself of the provisions of that agreement. More importantly, that commercial agreement does not govern the exchange of 911/E-911 service traffic pursuant to Section 251(c) like the instant interconnection agreement under review by the Commission. Interoperability between the Parties' networks, including the exchange of ALI, is a key component of ensuring Florida PSAPs have adequate 911 caller information and call transfer capabilities, and that Florida consumers' 911 calls reach the appropriate PSAP.

Q: PLEASE EXPLAIN HOW THE OHIO COMMISSION RECENTLY RULED IN CONNECTION WITH THIS PARTICULAR ISSUE IN INTRADO COMM'S ARBITRATION WITH VERIZON IN OHIO.

A: The Ohio commission adopted Intrado Comm's proposed language based on its finding that "ALI steering is clearly part of a telecommunications service" and is thus appropriate for inclusion in the Parties' interconnection agreement (Exhibit ES/TH-25 at 24).

<u>Issue 15</u>: Should certain definitions related to the Parties' provision of 911/E-911 Service be included in the ICA and what definitions should be used?

1 **Q: VERIZON CLAIMS INTRADO COMM'S DEFINITION OF "ANI"**
2 **IMPOSES A "TECHNICAL ASPECT" OF CALL TRANSPORT ON**
3 **VERIZON (VERIZON AT 55). AREN'T ALL TELECOMMUNICATIONS**
4 **CARRIERS REQUIRED TO DELIVER CALLS TO ANOTHER**
5 **CARRIER'S NETWORK WITH ANI OR OTHER INDUSTRY-**
6 **STANDARD MEANS OF DETERMINING THE TELEPHONE NUMBER**
7 **ASSOCIATED WITH THE ACCESS LINE FROM WHICH THE CALL**
8 **ORIGINATES?**
9 **A:** Yes, we understand that FCC rules require all telecommunications carriers to pass
10 calling party number ("CPN") or ANI with nearly all calls.
11 **Q: THEN AREN'T VERIZON'S CONCERNS WITH THE DEFINITION OF**
12 **"ANI" UNFOUNDED (VERIZON AT 55)?**
13 **A:** Yes. Intrado Comm's proposed definition imposes no new or additional
14 obligations on Verizon.
15 **Q: ARE DISTINCTIONS BETWEEN GENERIC DEFINITIONS AND**
16 **VERIZON-SPECIFIC NETWORK ARRANGEMENTS NECESSARY IN**
17 **THE INTERCONNECTION AGREEMENT (VERIZON AT 56)?**
18 **A:** No. There is no reason for separate Verizon-specific definitions to be included in
19 the interconnection agreement.
20 **Q: ARE INTRADO COMM'S SELECTIVE ROUTERS MEANINGLESS AS**
21 **VERIZON CONTENDS (VERIZON AT 57-58)?**
22 **A:** No. Verizon is not the only carrier that can or does have selective routers. Yet
23 Verizon's proposed definitions only address Verizon's equipment and facilities,

not Intrado Comm's. While Intrado Comm generally opposes the inclusion of any carrier-specific equipment or facilities language in the interconnection agreement, there is absolutely no reason why the interconnection agreement should contain information regarding only Verizon-specific equipment and facilities. This is a co-carrier agreement, not a Verizon customer service agreement.

Q: IN ADDITION TO THE MASSACHUSETTS AND WEST VIRGINIA DECISIONS DISCUSSED IN THE DIRECT TESTIMONY (HICKS AT 45-46), HOW HAVE OTHER STATE COMMISSIONS RULED ON THIS ISSUE?

A: The Ohio commission adopted Intrado Comm's proposed language for the definition of "ANI" and instructed to the Parties to include the phrase "with ANI" where applicable because Intrado Comm's proposed definition was consistent with the usage of the term generally (Exhibit ES/TH-25 at 27). In addition, the Ohio commission rejected Verizon's proposed definitions for "Verizon 911 Tandem/Selective Router" and "Verizon 911 Tandem/Selective Router Interconnection Wire Center" because addition of those definitions added no useful specificity to the interconnection agreement (Exhibit ES/TH-25 at 27). Finally, the Ohio commission indicated its preference for a more generic definition of "911 Tandem/Selective Router" and ordered the Parties to include the following language in their Ohio interconnection agreement:

> 911 Tandem/Selective Router. Switching or routing equipment that is used for routing 911/E-911 Calls and/or providing the transfer of 911/E911 Calls between PSAPs.

Issue 34: ***(a) What will Verizon charge Intrado Comm for 911/E-911 related services?***

Issue 35: ***(a) Should all "applicable" tariff provisions be incorporated into the ICA?***

(b) Should tariffed rates apply without a reference to the specific tariff?

(c) Should tariffed rates automatically supersede the rates contained in Pricing Attachment, Appendix A without a reference to the specific tariff?

(d) Should Verizon's proposed language in Pricing Attachment Section 1.5 with regard to "TBD" rates be included in the ICA?

Q: WHY IS IT UNREASONABLE FOR INTRADO COMM TO ACCEPT GENERIC TARIFF REFERENCES IN THE AGREEMENT (VERIZON AT 62)?

A: There are two main reasons. First, Intrado Comm must have some idea of what it will be charged by Verizon for services under the interconnection agreement. A vague reference to "applicable" tariffs does not provide Intrado Comm with the certainty it needs.

Q: AND THE SECOND REASON?

A: Second, tariffs may not be the appropriate pricing mechanism for all services to be purchased by Intrado Comm. Interconnection-related services should be priced according to the pricing standards of Section 252 unless the service has been deemed to be outside of the requirements of Section 252.

Q: IS VERIZON CORRECT THAT INTRADO COMM IS TAKING THE POSITION THAT EVERYTHING MUST BE PRICED AT TELRIC RATES (VERIZON AT 62-63)?

1 **A:** No. Intrado Comm recognizes that some services may not be subject to TELRIC
2 pricing (*i.e.*, outside of Section 252 pricing parameters). In those cases, tariffed
3 rates may be appropriate and, if so, the specific tariff reference must be contained
4 in the interconnection agreement.

5 **Q: IN ADDITION TO THE MASSACHUSETTS AND WEST VIRGINIA**
6 **DECISIONS DISCUSSED IN THE DIRECT TESTIMONY (SORENSEN**
7 **AT 33-34), HOW HAVE OTHER STATE COMMISSIONS RULED ON**
8 **THIS ISSUE?**

9 **A:** The Ohio commission recognized that the pricing rules of Section 252 take
10 precedence if an "overlap" were to exist between tariffed services and services
11 priced according to Section 252 in the interconnection agreement (Exhibit ES/TH-
12 25 at 35). Thus, the Ohio commission instructed the Parties to include a
13 definition of "Applicable Tariff" in the interconnection agreement to make clear
14 that Verizon's tariffs applied only to services not otherwise subject to the rates,
15 terms, or conditions of the interconnection agreement (Exhibit ES/TH-25 at 36).

16 ***Issue 34*: *(b) What will Intrado Comm charge Verizon for 911/E-911 related services?***
17 ***(c) Should Intrado Comm's proposed interconnection rates be adopted?***

18 **Q: ARE INTRADO COMM'S PROPOSED RATES RELATED TO**
19 **"TRANSPORT AND TERMINATION CHARGES" AS VERIZON**
20 **CONTENDS (VERIZON AT 63)?**

21 **A:** No. Intrado Comm's proposed rates are for interconnection to Intrado Comm's
22 network. Interconnection charges are separate and distinct from charges for

1 transport and termination (*i.e.*, access, reciprocal compensation, or other
2 intercarrier compensation charges).

3 **Q: IS INTRADO COMM REQUIRED TO PROVIDE "COST SUPPORT"**
4 **FOR ITS PROPOSED RATES (VERIZON AT 64-65)?**

5 **A:** No. It is our understanding that Section 252 only authorizes state commissions to
6 determine whether the rates to be charged by the ILEC are just and reasonable and
7 provides no authority for a state commission to adjudicate a competitor's rates
8 during a Section 252 proceeding. If Verizon seeks to challenge the
9 "reasonableness" of Intrado Comm's rates, it should do that in a separate
10 proceeding before this Commission.

11 **Q: IN ADDITION TO THE OHIO DECISIONS DISCUSSED IN THE DIRECT**
12 **TESTIMONY (SORENSEN AT 36), HAVE THERE BEEN ANY**
13 **ADDITIONAL RULINGS ON THIS ISSUE?**

14 **A:** Yes, the Ohio commission adopted Intrado Comm's proposed interconnection
15 rates correctly finding that there is a distinction between rates for transport and
16 termination and rates for interconnection (Exhibit ES/TH-25 at 31).

17 ***Issue 36: May Verizon require Intrado Comm to charge the same rates as, or lower rates***
18 ***than, the Verizon rates for the same services, facilities, and arrangements?***

19 **Q: IS VERIZON'S DISCUSSION OF BENCHMARKING FOR RECIPROCAL**
20 **COMPENSATION AND ACCESS CHARGES APPLICABLE HERE**
21 **(VERIZON AT 68-69)?**

22 **A:** No. As explained in Direct Testimony (Sorensen at 36-37), Intrado Comm is under
23 no requirement to mirror Verizon's rates for *interconnection* services, which are

distinct from rates for reciprocal compensation and access charges. As the Ohio commission found, while CLEC rates are regularly capped at the rates of the ILEC, that requirement is limited to intercarrier compensation and does not extend to the rates at issue between Intrado Comm and Verizon (Exhibit ES/TH-25 at 31).

Issue 46: Should Intrado Comm have the right to have the agreement amended to incorporate provisions permitting it to exchange traffic other than 911/E-911 calls?

Q: IS VERIZON CORRECT THAT ONLY A CHANGE IN LAW CAN TRIGGER A PARTY'S REQUEST TO AMEND THE INTERCONNECTION AGREEMENT (VERIZON AT 72)?

A: No. Either Party has the right to seek to amend the interconnection agreement at any time. Intrado Comm cannot unilaterally amend the interconnection agreement. If Verizon disagrees with Intrado Comm's proposal to amend the interconnection agreement or the Parties cannot agree on an amendment, then either Party can avail itself of the dispute resolution procedures in the interconnection agreement, including seeking recourse from this Commission.

Issue 47: Should the term "a caller" be deleted from Section 1.1.1 of the 911 Attachment to the ICA?

Q: DOES VERIZON'S INITIAL TESTIMONY PROVIDE ANY SUPPORT FOR ITS POSITION ON THIS ISSUE (VERIZON AT 73)?

A: No. Inclusion of this term in the interconnection agreement is unnecessary and fails to take into account other ways people may contact 911 emergency personnel. As discussed in Direct Testimony (Sorensen at 40), Verizon's witness

admitted in Ohio that its proposed term is intended to "clarify" that 911 arrangements are limited to "fixed line subscriber dial tone."

Q: IN ADDITION TO THE MASSACHUSETTS DECISION DISCUSSED IN DIRECT TESTIMONY (SORENSEN AT 41), HAVE THERE BEEN ANY ADDITIONAL RULINGS ON THIS ISSUE?

A: Yes, the Ohio commission rejected Verizon's proposed inclusion of "a caller" because excluding the term would have no adverse effect and would assist in reducing the potential for disputes between the Parties (Exhibit ES/TH-25 at 43).

Issue 49*: *Should the waiver of charges for 911 Call transport, 911 Call transport facilities, ALI Database, and MSAG, be qualified as proposed by Intrado Comm by other provisions of the Agreement?

Q: IS INTRADO COMM USING THIS PROVISION TO BILL VERIZON FOR TRANSPORT OF 911/E-911 CALLS (VERIZON AT 74)?

A: No. The Parties have agreed that intercarrier compensation for transport and termination does not apply to 911/E-911 calls.

Issue 52*: *Should the reservation of rights to bill charges to 911 Controlling Authorities and PSAPs be qualified as proposed by Intrado Comm by "To the extent permitted under the Parties' Tariffs and Applicable Law"?

Q: IS INTRADO COMM USING THE INTERCONNECTION AGREEMENT TO LIMIT VERIZON'S RIGHTS TO CHARGE THIRD PARTIES (VERIZON AT 75-76)?

A: No. To the extent a Commission-approved tariff or Florida statute, rule, or regulation permits Verizon to impose certain charges, those charges would be

1 permissible under Intrado Comm's proposed language. Intrado Comm's proposed
2 language only seeks to clarify that nothing under the interconnection agreement
3 permits either Party to impose any charges unless permitted to do so by a
4 Commission-approved tariff or Florida statute, rule or regulation.

5 **Q: IS INTRADO COMM SEEKING ADOPTION OF ITS CONTRACT**
6 **LANGUAGE TO LATER INSERT LANGUAGE IN ITS TARIFF**
7 **REGARDING VERIZON'S ABILITY TO CHARGE PSAPS (VERIZON AT**
8 **76)?**

9 **A:** No. Verizon's argument that Intrado Comm could control the actions of Verizon via
10 Intrado Comm's tariff is simply nonsensical. Intrado Comm cannot control the
11 pricing actions of Verizon, just as Verizon should not be permitted to control the
12 pricing actions of Intrado Comm (as discussed further above). The only entity that
13 may control the Parties' pricing actions is the Commission as reflected in Intrado
14 Comm's proposed language indicating that applicable law, tariffs, and Commission
15 rules are the determining factor for the Parties' ability to charge for certain services.

16 **Q: PLEASE EXPLAIN HOW THE OHIO COMMISSION RECENTLY RULED**
17 **IN CONNECTION WITH THIS PARTICULAR ISSUE IN INTRADO**
18 **COMM'S ARBITRATION WITH VERIZON IN OHIO.**

19 **A:** The Ohio commission adopted Intrado Comm's proposed language with a
20 modification to reflect "Verizon's Tariffs" (Section 2.3) and "Intrado Comm's
21 Tariffs" (Section 2.4) rather than generic reference to "the Parties' Tariffs" as
22 originally proposed by Intrado Comm (Exhibit ES/TH-25 at 39-40).

***Issue 53*: Should 911 Attachment § 2.5 be made reciprocal and qualified as proposed by Intrado Comm?**

Q: DO YOU AGREE WITH VERIZON THAT WHETHER A PARTY HAS A RIGHT TO DELIVER CALLS TO A PSAP IS OUTSIDE THE SCOPE OF THE INTERCONNECTION AGREEMENT (VERIZON AT 79)?

A: Yes. That is why Intrado Comm originally sought to delete Verizon's proposed Section 2.5 as unnecessary and unrelated to the interconnection agreement. When Verizon refused, Intrado Comm offered a compromise proposal to make the language reciprocal and add a phrase indicating that only a PSAP can authorize bypassing the 911/E-911 service provider for that PSAP. Verizon, however, has rejected that counterproposal.

Q: DID INTRADO COMM REVIEW VERIZON'S "COMPROMISE" LANGUAGE (VERIZON AT 78-79)?

A: Yes, but that language does not address Intrado Comm's concerns regarding specific authorization from a PSAP for the direct delivery of 911/E-911 calls. Verizon's language would still allow it to bypass the Intrado Comm selective router and deliver 911/E-911 calls directly from its end offices to a PSAP served by Intrado Comm. Neither Party should be permitted to route 911/E-911 service traffic in this manner without express permission from the PSAP. And the Verizon-proposed provision is not exactly reciprocal to the Verizon proposed language and contains additional limitations, such as whose facilities are used to deliver the 911/E-911 call.

Q: IN ADDITION TO THE WEST VIRGINIA AND MASSACHUSETTS DECISIONS DISCUSSED IN YOUR DIRECT TESTIMONY (HICKS AT 47-48), HAVE OTHER STATE COMMISSIONS RULED ON THIS ISSUE?

A: Yes, the Ohio commission rejected Verizon's proposed Sections 2.5 and 2.6 because the issue of whether a Party has a right to deliver calls to a PSAP is a matter between that Party and the PSAP and is therefore outside the scope of the interconnection agreement (Exhibit ES/TH-25 at 29).

Q: DOES THIS CONCLUDE YOUR PANEL REBUTTAL TESTIMONY?

A: Yes.

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Petition of Intrado Communications, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with Verizon North Inc., Pursuant to Section 252(b) of the Telecommunications Act of 1996.	))))))	Case No. 08-198-TP-ARB

ARBITRATION AWARD

The Commission, considering the petition, the evidence of record, post-hearing briefs, and otherwise being fully advised, hereby issues its arbitration award.

APPEARANCES:

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Thompson Hine LLP by Mr. Thomas E. Lodge, South High Street, Suite 1700, Columbus, Ohio 43215, and Mr. Darrell Townsley, 205 North Michigan Avenue, Suite 700, Chicago, Illinois 60601, on behalf of Verizon North, Inc.

I. BACKGROUND

Under Section 252(b)(1) of the Telecommunications Act of 1996 (the Act),[1] if parties are unable to reach an agreement on the terms and conditions for interconnection, a requesting carrier may petition a state commission to arbitrate any issues which remain unresolved, despite voluntary negotiation under Section 252(a) of the Act.

On August 22, 2007, the Commission adopted carrier-to-carrier rules in Case No. 06-1344-TP-ORD, *In the Matter of the Establishment of Carrier-to-Carrier Rules*.[2] Under Rule 4901:1-7-09(G)(1), Ohio Administrative Code (O.A.C.) an internal arbitration panel is assigned to recommend a resolution of the issues in dispute if the parties cannot reach a voluntary agreement.

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1 The Act is codified at 47 U.S.C. Sec. 151 et seq.

2 The carrier-to-carrier rules became effective November 30, 2007.

II. HISTORY OF THE PROCEEDING

Rule 4901:1-7-09(A), O.A.C., specifies that any party to the negotiation of an interconnection agreement may petition for arbitration of open issues between 135 and 160 days after the date on which a local exchange carrier (LEC) receives a request for negotiation. According to the Petition for Arbitration filed by Intrado Communications, Inc. (Intrado), by letter submitted on May 18, 2007, Intrado formally requested Verizon North Inc. (Verizon) to commence negotiations for an interconnection agreement. The parties agreed to a number of extensions, finally agreeing to an arbitration petition filing deadline of March 5, 2008. Intrado timely filed a petition on March 5, 2008, to arbitrate the terms and conditions of interconnection with Verizon pursuant to Section 252 of the Act. In its petition, Intrado presented 35 issues for arbitration. On March 31, 2008, Verizon filed its response to the petition for arbitration as well as a motion to dismiss or stay Intrado's petition for arbitration. On April 8, 2008, Verizon filed a letter stating that the parties had agreed to stay the arbitration in order to allow for further negotiations with the objective of eliminating some issues from the arbitration and to more clearly define the issues that remain. Additionally, Verizon indicated that, in light of the parties' agreement to continue to negotiate, the company was withdrawing its motion to dismiss.

Consistent with the proposed schedule filed by the parties on August 5, 2008, the attorney examiner issued an entry scheduling a hearing commencing on January 13, 2009, and establishing a briefing schedule. Additionally, a status conference was scheduled for September 25, 2008, for the purpose of addressing any remaining procedural issues prior to the arbitration hearing.

On December 30, 2008, the parties filed arbitration packages containing exhibits and the written testimony of their respective witnesses. On the same date, the parties filed a joint matrix (Joint Issues Matrix) setting forth the issues to be arbitrated and the parties' respective positions regarding the identified issues. The arbitration hearing was held on January 13, 2009. Intrado presented the testimony of the following two witnesses: (1) Robert Currier and (2) Thomas Hicks. Embarq presented the testimony of (1) Peter D'Amico and (2) Nicholas Sannelli.

Initial briefs were filed by the parties on February 13, 2009. Reply briefs were filed by the parties on March 6, 2009.

III. ISSUES FOR ARBITRATION

Issue 1 Where should the points of interconnection (POIs) be located and what terms and conditions should apply with regard to interconnection and transport of traffic?

Intrado proposes language that would require Verizon to transport its end users' emergency calls destined for Intrado's public safety answering point (PSAP) customers to POIs on Intrado's network, which would be Intrado's selective router/access ports (Intrado Ex. 2, at 12). Intrado claims that this is the same method of physical interconnection as defined by Verizon when it serves in the capacity of the 9-1-1/E9-1-1 service provider. Intrado avers that the POI arrangement that it proposes is the industry-accepted practice for 9-1-1 traffic and results in the most efficient network architecture and highest degree of reliability. Therefore, Intrado claims its proposed language is simply seeking to mirror the type of interconnection arrangements that Verizon and other incumbent local exchange carrier (ILECs) have determined to be the most efficient and effective for the termination of emergency calls (*Id.* at 13).

Intrado explains that where Verizon serves as the 9-1-1 service provider, it has routinely designated the location of its selective routing access ports as the POI for telecommunications carriers seeking to gain access to the 9-1-1 services that Verizon provides to Ohio PSAPs. This POI, Intrado avers, is in addition to the POI designated by competitive local exchange carriers (CLECs) for the exchange of other Section 251(c) traffic. Intrado further explains that CLECs generally deliver their customers' 9-1-1 calls over dedicated 9-1-1 trunks to Verizon's selective routers. Therefore, Intrado opines that Verizon recognizes the importance of 9-1-1 calls being delivered directly to the selective router serving the PSAP (*Id.* at 14).

Intrado avers that it is simply seeking physical connectivity between its network and Verizon's network that is similar to what Verizon has implemented with other carriers for the termination of 9-1-1 calls to Verizon PSAP customers (*Id.* at 16). Intrado contends that because similar arrangements have been successfully used in the past, a rebuttable presumption is created that such method is technically feasible for substantially similar network architecture. Intrado posits that Verizon bears the burden of demonstrating the technical infeasibility of a particular method of interconnection or access at any particular point (*Id.* at 16). Further, Intrado submits that effective competition requires that the interconnection arrangements that Verizon provides to Intrado must be equal in quality to the interconnection arrangements that Verizon provides to itself and to other carriers, unless technical feasibility issues are present (*Id.* at 15). In support of its position, Intrado avers that Section 251(c)(2) requires ILECs to provide interconnection that is at least equal in type, quality, and price to the interconnection arrangements the ILEC provides to itself and others (*Id.* at 16). There is no reason, Intrado claims, for 9-1-1 calls to be delivered to any tandem other than the relevant selective router that is connected to the PSAP serving the geographic area in which the 9-1-1 call was originated (*Id.* at 15).

Further, Intrado requests that Verizon establish two geographically diverse POIs on Intrado's selective routers when Intrado is the 9-1-1 service provider to the PSAP. Intrado contends that, at a minimum, there must be two geographically diverse POIs in order to ensure the provision of a robust and fault tolerant 9-1-1 infrastructure. Intrado further

claims that diverse routing of 9-1-1 traffic is consistent with industry guidelines and recommendations (*Id.* at 18).

Verizon contends that Intrado's proposed language relative to Issue 1 is overly broad and would require Verizon to establish at least two POIs anywhere on Intrado's network, either within or outside Ohio (Verizon Initial Br., Matrix at 1, 2). Verizon notes that Intrado has indicated that it plans to place the initial POIs in Ohio in Columbus and Westchester (Tr. at 155, 156), neither of which is in Verizon's service territory (Verizon Initial Br. at 6). Verizon argues that forcing it to interconnect on Intrado's network, at any point that Intrado designates, unjustly burdens it to bear all the costs of transporting traffic to Intrado's POI, no matter how distant the location of the POI (Verizon Initial Br. at 7).

Verizon argues that Intrado's proposed language is directly contrary to federal law in that Section 251(c) states that each ILEC has the duty to provide interconnection with the LEC network at any technically feasible point within the carrier's network (*Id.* at 9 citing 47 U.S.C. §251(c)(2)(B)). Verizon avers that Ohio's interconnection rule (Rule 4901:1-7-06(A)(5), O.A.C.) correctly reflects the federal requirement that each ILEC provide interconnection to requesting telephone companies at any technically feasible point within its network (*Id.* at 9). Verizon argues that this obligation applies to all traffic, including 9-1-1, exchanged between an ILEC and an interconnecting carrier (*Id.* at 9).

In support of its position, Verizon avers that Intrado openly recognizes that the 1996 Act requires the POI to be within the ILEC's network (*Id.* at 10, citing Intrado Ex. 2, at 20). Additionally, Verizon asserts that Intrado cannot require Verizon to hand off traffic at a location different than where Intrado hands off its traffic to Verizon. In support of its position, Verizon contends that, consistent with the FCC's rules, POIs "link two networks for purpose of the mutual exchange of traffic." Thus, Verizon claims that, while Intrado may select a technically feasible location as the POI on Verizon's network, Verizon must be permitted to hand off its traffic to Intrado at the same location (*Id.* at 10 citing 47 C.F.R. §51.5).

Verizon also rejects Intrado's "equal-in-quality" argument inasmuch as it is based on Section 251(c)(2)(C) and 47 C.F.R. §51.305(a)(3), which address service quality and technical design criteria, rather than the POI placement, which is addressed in Section 251(c)(2)(B) and 47 C.F.R. §51.305(a)(3) (*Id.* at 13, 14). Verizon avers that Intrado's argument that it is only asking to mirror the same kind of arrangements Verizon uses with CLECs is premised on Intrado's incorrect legal position that Intrado is entitled to establish POIs on its own network. Verizon contends that CLECs bring their traffic to Verizon's network because it is required by the 1996 Act, the FCC's rules, and the Commission's rules. Verizon submits that there is no reciprocal obligation for ILECs to take their traffic to CLEC networks, and the Commission cannot create one based on Intrado's misguided policy arguments (*Id.* at 14).

Finally, Verizon responds that, in contrast to ILECs in Case Nos. 07-1216-TP-ARB (07-1216), *In the Matter of the Petition of Intrado Communications, Inc. for Arbitration of Interconnection, Rates, Terms, and Conditions and Related Arrangements With United Telephone Company of Ohio, dba Embarq and United Telephone Company of Indiana dba Embarq*, pursuant to Section 252(b) of the Telecommunications Act of 1996, and 08-537-TP-ARB (08-537), *In the Matter of the Petition of Intrado Communications, Inc. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Cincinnati Bell Telephone Company*, Verizon has neither agreed to take its traffic to Intrado's network, nor has it offered interconnection pursuant to Section 251(a), as was agreed to by Embarq. Verizon argues that, to the extent that the Commission does not dismiss this arbitration request, it must analyze Intrado's interconnection proposals with respect to their compliance with Section 251(c). Verizon submits that neither Verizon nor Intrado has sought Section 251(a) interconnection and, therefore, the Commission cannot order Section 251(a) terms that neither party has proposed (*Id.* at 22).

ISSUE 1 ARBITRATION AWARD

With regard to the location of the POI , the Commission has previously determined that, consistent with the FCC's finding in *In the Matter of the Revision of the Commissions Rules to Ensure Compatibility with Enhanced 9-1-1 Emergency System, Request of King County*, 17 FCC Rcd. 14789, ¶1 (2002), and with certain geographic limitations, the POI for 9-1-1 traffic should be at the selective router of the E9-1-1 service provider that serves the caller's designated PSAP. See Case Nos. 08-537, Arbitration Award, October 8, 2008; 07-1216, Arbitration Award, September 24, 2008; and 07-1280-TP-ARB (07-1280), *In the Matter of the Petition of Intrado Communications Inc. for Arbitration Pursuant to Section 252(b) of the 1996 Act, to Establish an Interconnection Agreement with AT&T Ohio*, Arbitration Award, March 4, 2009. Consistent with its prior decisions, the Commission determines that Verizon should deliver E9-1-1 calls, destined for PSAP customers of Intrado, to an Intrado selective router serving that PSAP located within Verizon's service territory. In addition, Intrado should deliver its end users' 9-1-1 calls, destined for PSAP customers of Verizon, to a Verizon selective router serving that PSAP. This finding is also consistent with our previous determinations that interconnection arrangements between an ILEC and a CLEC for the purpose of terminating CLEC 9-1-1 traffic to a PSAP served by the ILEC are subject to Section 251(c) of the 1996 Act and that interconnection arrangements whereby Intrado is the 9-1-1 service provider to the PSAP are subject to Section 251(a) of the 1996 Act. See 07-1216, Arbitration Award, at 8; 08-537, Arbitration Award, at 22; 07-1280, Arbitration Award, at 16.

In regard to the number of POIs that must be established for the exchange of end users' 9-1-1 calls, the Commission has previously determined that for 9-1-1 traffic there is no requirement to establish multiple POIs on a selective router for the delivery of end users' 9-1-1 calls destined for a PSAP serviced by that selective router. The Commission, therefore, rejected requiring the establishment of multiple POIs on the 9-1-1 service

provider's selective router (*Id.*). Finding no new evidence to overturn these prior decisions, the Commission again finds that establishing multiple POIs on the 9-1-1 service provider's selective router is not required at this time. Notwithstanding this determination, the parties remain free to mutually agree to additional POIs at any technically feasible point.

Based on the above findings, the Commission directs the parties to adopt language consistent with our determinations with respect to 9-1-1 Attach. Sections 1.3, 1.4, 1.5, 1.6.2, 1.7.3, 2.3.1, and glossary Sections 2.63 and 2.67. Finally, the Commission notes that neither party directly addresses, in Issue 1, the aspect of whether calls will be delivered with automatic number identification (ANI). While it would appear intuitive that an E9-1-1 call would be delivered with ANI, and Verizon's testimony appears to assume it will be (Verizon Ex. 1, at 20), the fact that Verizon is disputing various points within the language where "with ANI' is specified raises some concern. As is discussed in the Award for Issue 7, an E9-1-1 call is incomplete without the ANI information, as it is part of the information the 9-1-1 caller wishes to be delivered (even though the delivery process is transparent). Therefore, the parties are instructed to include the phrase "with ANI" where it is disputed in 9-1-1 Attach. Sections 1.3.2.1 and 1.3.4.

Issue 2 Should the parties implement inter-selective router trunking and what terms and conditions should govern the exchange of 9-1-1/E9-1-1 calls between the parties?

Intrado proposed the following language:

<u>9-1-1 Attach. §1.4.1</u>

Where the controlling 9-1-1 authority for a PSAP for which Verizon is the 9-1-1/E9-1-1 service provider and the controlling 9-1-1 authority for a PSAP for which Intrado is the 9-1-1/E9-1-1 service provider agree to transfer 9-1-1/E9-1-1 calls from one PSAP to the other PSAP and each controlling 9-1-1 authority requests its 9-1-1/E9-1-1 service provider to establish arrangements for each 9-1-1/E9-1-1 call transfers, each party shall establish the trunking and routing arrangements necessary to accomplish such inter-PSAP transfer using the interconnection arrangements established by the parties 9-11 Attach. §1.4.2 pursuant to section 1.3 above.

<u>9-1-1 Attach. §1.4.2</u>

For the transfer of 9-1-1/E9-1-1 class from one PSAP to another PSAP as described in section 1.4.1 above, each party, at its own expense, shall provide transport between the 9-1-1 tandem selective router serving its PSAP and the

POI(s) established by the parties. Each party shall be responsible for maintaining the facilities on its respective side of the POI(s) for inter-9-1-1 tandem, selective router trunks.

9-1-1 Attach. §1.4.2.1

For transfers of 9-1-1/E9-1-1 calls destined for Intrado's PSAP customer, the parties shall exchange such 9-1-1/E9-1-1 calls at POI(s) established by the parties pursuant to section 1.3.2

9-1-1 Attach. §1.4.2.2

For transfers of 9-1-1/E9-1-1 calls destined for Verizon's PSAP customer, the parties shall exchange such 9-1-1/E9-1-1 calls at POI(s) established by the parties pursuant to section 1.3.1.

9-1-1 Attach. §1.4.4

The parties will maintain the appropriate inter-9-1-1 tandem/selective router dial plans to support inter-PSAP transfer and shall notify the other of changes, additions, or deletions to their inter-PSAP transfer dial plans.

Intrado explains that inter-selective router trunking is trunking deployed between selective routers that allow 9-1-1 calls to be transferred between selective routers and, thus, between the PSAPs served by the selective routers (Intrado Ex. 2, at 22). Intrado contends that establishment of inter-selective router trunking, as it is requesting, will ensure that PSAPs are able to communicate seamlessly with each other and still receive access to essential ANI and automatic location identification (ALI) information. Intrado avers that Verizon must ensure that its network is interoperable with Intrado's network using the capabilities inherent in each 9-1-1 service provider's selective router and ALI database system. Intrado represents that this interoperability will enable call transfers to occur with the ANI and ALI associated with the emergency call remaining with the voice communication when a call is transferred from one 9-1-1 service provider to another. Intrado claims that failure to enable inter-selective router transfer capability requires PSAPs to transfer calls over the public switched telephone network (PSTN) to a local exchange line at the PSAP, and the caller's ANI and ALI is lost (*Id.* at 23).

Intrado contends that, other than public safety benefits, this Commission, in Case No. 07-1199-TP-ACE (07-1199), *In the Matter of the Application of Intrado Communications, Inc. to Provide Competitive Local Exchange Services in the State of Ohio*, specifically recognized that interconnection between 9-1-1 service providers is necessary to ensure transferability across county lines and call/data transferability between PSAPs. Intrado avers that Verizon has established inter-selective router trunking within its own network and has

established similar arrangements with other providers of 9-1-1 services in other states served by Verizon (Intrado Ex. 2, at 24). Intrado contends that its proposal would be best achieved using the same interconnection arrangements that the parties establish for their exchange of other 9-1-1 service traffic. Thus, Intrado explains that, for transfers of 9-1-1 calls destined for Intrado's PSAP customers, the parties would exchange that call at the POIs established by Verizon on Intrado's network. For transfers of 9-1-1 calls destined for Verizon's PSAP customers, the parties would exchange the calls at the POIs established by Intrado on the Verizon network. Intrado contends that, in the alternative, the parties could jointly provision two-way trunks between their networks and share the cost which could then be recovered from each party's PSAP customer (*Id.* at 25, 26). Intrado avers that it does not seek to implement call transfer arrangements without PSAP consent and points to language that it avers will not allow Intrado to force Verizon to implement inter-selective router trunking without input or consent (*Id.* at 26).

According to Intrado, its proposed language would also require each party to alert the other party when changes are made to dial plans that might affect PSAP call transfers. Intrado explains that dial plans are used to determine to which PSAP an emergency call transfer should be routed, based on the route number passed during the call transfers. Intrado claims that Verizon shares dial plan information with other providers of 9-1-1 services in states where it is not the sole provider of 9-1-1 service, and Intrado seeks the same information sharing arrangements that Verizon provides to other similarly situated providers (*Id.* at 27).

Verizon proposed the following italicized language with respect to Issue 2:

> <u>9-1-1 Attach. §1.4.1</u>
>
> Where the Controlling 9-1-1 Authority for a PSAP for which Verizon is the 9-1-1/E9-1-1 Service Provider and the Controlling 9-1-1 Authority for a PSAP for which Intrado Comm is the 9-1-1/E9-1-1 Service Provider agree to transfer 9-1-1/E9-1-1 Calls from one PSAP to the other PSAP and each Controlling 9-1-1 Authority requests its 9-1-1/E9-1-1 Service Provider to establish arrangements for such 9-1-1/E9-1-1 Call transfers, each Party shall *provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Verizon's network in a [Local Access Transport Area] LATA, for the transmission and routing of 9-1-1/E9-1-1 Calls from a PSAP for which one Party is the 9-1-1/E9-1-1 Service Provider to a PSAP for which the other Party is the 9-1-1/E9-1-1 Service Provider. The technically feasible Point(s) of Interconnection on Verizon's network in a LATA shall be as described in Section 1.3.1, above*

The POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA in accordance with the preceding paragraph of this Section 1.4.1 shall be located in the LATA where the PSAP for which Verizon is the 9-1-1/E9-1-1 Service Provider and to which or from which a 9-1-1/E9-1-1 Call is to be transferred is located. Verizon shall have no obligation, and may decline: (a) to transport 9-1-1/E 9-1-1 Calls from one LATA to another LATA; and, (b) to provide interLATA facilities or services to transport 9-1-1/E9-1-1 Calls.

9-1-1 Attach. §1.4.2

For the transfer of 9-1-1/E9-1-1 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, each Party, at its own expense, shall provide transport between the PSAP *for which such Party is the 9-1-1/E9-1-1 Service Provider* and the POI(s) established by the Parties *at technically feasible Point(s) of Interconnection on Verizon's network in a LATA. If Intrado Comm obtains from Verizon transport between the PSAPs for which Intrado Comm is the 9-1-1/E9-1-1 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Verizon Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network) Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 9-1-1/E9-1-1 Calls delivered by Verizon to Intrado Comm.*

Verizon avers that it does not oppose inter-selective router trunking and that interconnection between Verizon and Intrado for all 9-1-1 calls can, and should, be accomplished by means of connecting PSAPs using inter-selective router trunks. Verizon, however, contends that the details of Intrado's specific inter-selective routing proposal are unacceptable for a number of reasons. First, Verizon claims, Intrado's inter-selective router trunking proposal assumes that Intrado may force Verizon to deliver 9-1-1 calls

being transferred from a Verizon-served PSAP to an Intrado-served PSAP at a POI on Intrado's network (Verizon Ex. 1, at 27).

Second, Verizon argues that because Intrado proposes to designate POIs on its own network when it serves a PSAP in a particular area, all of the inter-selective router trunking between Verizon's selective routers and Intrado's selective routers would be on Verizon's side of the POI. In other words, Verizon would have to pay for virtually all of the facilities necessary to deploy inter-selective router trunking (*Id.* at 28).

Third, Verizon claims that the PSAPs served by Verizon and Intrado must agree to transfer misdirected 9-1-1 calls between them before such transfers can occur. Verizon contends that the agreement between Verizon and Intrado cannot impose upon PSAPs specific interoperability provision without their consent. Verizon avers that, where PSAPs have agreed to transfer calls between themselves, Verizon will work with Intrado to establish arrangements for these transfers. Verizon contends that an interconnection agreement cannot purport to control the conduct of third parties or the services sold to them (*Id.* at 29).

Fourth, Verizon claims that Intrado's proposed language in support of its proposed call transfer methodology would require the parties to maintain inter-9-1-1-selective router dial plans. Verizon agrees that current dial plans are necessary to ensure proper transfer of calls and it is willing to provide this information to Intrado just as it does to other providers. However, Verizon argues that Intrado seeks an excessive level of dial-plan detail in the interconnection agreement that is not customary, appropriate, or workable (*Id.*).

Lastly, Verizon opines that inter-selective routing involves a peering arrangement between two carriers, each of which is a primary provider of 9-1-1 services to a PSAP in a different geographic area. This situation, Verizon contends, involves the cooperative efforts of the affected PSAP customers for the purposes of connecting two 9-1-1 networks without any involvement of the PSTN (*Id.* at 30). As such, Verizon avers, as this Commission has found, there is no basis on which to compel Section 251(c) interconnection (*Id.* at 30 citing 07-1216, Arbitration Award at 7, 8).

ISSUE 2 ARBITRATION AWARD

In the Commission's previous arbitration awards addressing this issue, the Commission determined that Section 251(a) of the Act is the applicable statute relative to the scenario in which Intrado and an ILEC each serve as primary providers of 9-1-1 service to different PSAPs, and transfer calls between each carrier's selective routers in order to properly route a 9-1-1 call (inter-selective call routing). The Commission has also concluded previously, as it does here, that it is appropriate to include terms and conditions for Section 251(a) arrangements in the parties' arbitrated interconnection

agreement. In 07-1199, the Commission stated that "each designated [competitive emergency service telecommunications carrier] CESTC shall interconnect with each adjacent countywide 9-1-1 system to ensure transferability across county lines" (07-1199, Finding and Order issued February 5, 2008, at 9). Additionally, the Commission required that each CESTC is required to ensure call/data transferability between Internet protocol (IP) enabled PSAPs and non-IP PSAPs within the countywide 9-1-1 systems it serves, and to other adjacent countywide 9-1-1 systems, including those utilizing non-IP networks which are served by another 9-1-1 system service provider (*Id.*). As this call transfer capability is effectuated via inter-selective router trunking, the Commission determined in 07-1216 that it has effectively required the availability of inter-selective router trunking between adjacent countywide 9-1-1 systems and between Intrado and other 9-1-1 carriers. Thus, the Commission concurred with Intrado that the interconnection agreement should contain the framework for interconnection and interoperability of the parties' 9-1-1 networks through inter-selective routing. The Commission sees no reason to deviate from this determination in this instance. While both parties and the Commission agree that PSAP input is important, the Commission agrees with Intrado that the interconnection agreement should contain the framework for establishing the interconnection and interoperability of the parties' networks in order to ensure that inter-selective router capabilities can be provisioned once requested by a Ohio county or PSAP.

However, the Commission finds, in this instance, that Intrado's proposed language for Section 1.4.2.1 and 1.4.2.2 is too prescriptive in that the use of the word "shall" would potentially rule out other methods of inter-selective call routing, including the parties' joint provision of two-way trunks between their networks, an alternative proposed by Intrado witness Hicks. The Commission further notes that the "established POI(s)" described in Intrado's proposed language in Sections 1.4.2.1 and 1.4.2.2 may in fact not exist. For example, if Intrado does not serve end users whose designated PSAP for 9-1-1 calls is a Verizon-served PSAP, then a POI would not exist on Intrado's network to serve this PSAP. Furthermore, if the Intrado-served PSAP was previously served by an ILEC other than Verizon and the PSAP does not serve Verizon end user customers, then a POI on Verizon's network would also not exist. Therefore, the Commission directs the parties to substitute the word "may" for "shall" in Sections 1.4.2.1 and 1.4.2.2 of the interconnection agreement.

The Commission notes that in our decision to include terms and conditions for inter-selective routing in our 07-1216 Award, the Commission did not exclude Embarq from receiving compensation for implementing PSAP-to-PSAP call transfers from either the PSAP or Intrado. Similarly, the Commission finds that our decision here to include inter-selective routing terms and conditions does not preclude Verizon from receiving compensation for implementing PSAP-to-PSAP call transfers.

Finally, with respect to the sharing of dial plan information, to the extent that Verizon is currently sharing dial plan information, the Commission directs the parties to

share dial plan information in a manner that is consistent with how Verizon currently shares dial plan information with other 9-1-1 carriers with which Verizon has inter-selective routing arrangements. The Commission, therefore, directs the parties to revise Section 1.4.4 to reflect the Commission's determination regarding the sharing of dial plan information.

Issue 3 : Should the forecasting provisions be reciprocal?

Intrado proposed the following language with respect to 9-1-1 Attach. §1.6.2

> Where the Parties have already established interconnection on a semi-annual basis each party shall submit a good faith forecast to the other party of the number of trunks that each party anticipates that the other party will need to provide during the ensuing two-year period for the exchange of traffic between Intrado Comm and Verizon. Both Parties' trunk forecast shall conform to the Verizon Trunk Forecast Guidelines as in effect at that time. Each Party also shall provide a new or revised traffic forecast that complies with the Verizon Trunk Forecast Guidelines when one party develops plan or becomes aware of information that will materially affect the Parties' interconnection.

Intrado maintains that, as co-carriers, each party should have reciprocal forecasting obligations (Joint Issues Matrix at 15, 16). In support of this, Intrado states that, given that the forecasts will be used to support the mutual exchange of traffic between the parties, there is no reason the forecasting obligation should not apply equally to both parties (Intrado Ex. 2, at 28, 29). Intrado indicates that it must have some indication from Verizon as to how many 9-1-1/E9-1-1 trunks will be required, in order to adequately groom its network (Intrado Initial Br. at 34).

Intrado further notes that Verizon is the current monopoly provider of 9-1-1/E9-1-1 services within its service territory, and concludes that Verizon is uniquely situated to judge how many 9-1-1/E9-1-1 calls are generally sent to a specific county or PSAP that may become Intrado's customer (Joint Issues Matrix at 15, 16). Intrado states that it needs some indication from Verizon as to how many 9-1-1/E-9-1-1 trunks will be required to support emergency calls between the parties' networks (Intrado Ex. 2, at 28) and that once the network is in place for any particular Intrado PSAP customer, only Verizon knows, based on its end user usage data, its end user demand for reaching the specific Intrado PSAP customer (Joint Issues Matrix at 15, 16). Intrado also maintains that it is limited in its ability to determine the actual demand for its services, as Intrado would be unaware of calls that were blocked due to trunk busy conditions on Verizon's network (Intrado Initial Br. at 35, 36). Intrado additionally maintains that it would be unable to know in advance of changes in Verizon's network that would affect trunk demands, which would limit its ability to have facilities ready when needed (Tr. 66).

Intrado states that other provisions of the interconnection agreement, specifically Section 1.1.5 of the 9-1-1 Attachment, will not provide the same information as the proposed trunk forecasts. In support of its position, Intrado notes that Verizon's standard contract language includes both the forecasting requirement and the on-request meeting requirement in Section 1.1.5 (Intrado Initial Br. at 35, 36). Intrado further notes that it has a pending CLEC certification, which it claims would make the inclusion of reciprocal forecasting language even more important in the future (Intrado Reply Br. at 14).

Verizon proposed the following language with respect to 9-1-1 Attach. §1.6.2

> Where the Parties have already established interconnection in a [local access and transport area] LATA, on a semi-annual basis, Intrado Com shall submit a good faith forecast to Verizon of the number of trunks that Intrado Comm anticipates that Verzion will need to provide during the ensuing two-year period for the exchange of traffic between Intrado Comm and Verizon. Intrado Comm's trunk forecast shall conform to the Verizon Trunk Forecast Guidelines as in effect at that time. Intrado Comm also shall provide a new or revised traffic forecast that complies with the Verizon Trunk Forecast Guidelines when Intrado Comm develops plans or becomes aware of information that will materially affect the Parties' interconnection.

Verizon states that Intrado's proposed forecasting reciprocity requirement in the 9-1-1 Attachment serves no useful purpose and imposes an unnecessary burden on Verizon and, thus, should not be included in the agreement (Verizon Ex. 1, at 30-32; Joint Issues Matrix at 15, 16).

Verizon maintains that Intrado, and not Verizon, will be in the best position to undertake forecasting. The number of trunks necessary for traffic flowing from Verizon to Intrado will depend on Intrado's success in the market, which is something Verizon cannot predict (Verizon Ex. 1, at 30-32). In addition, according to Intrado, to the extent that it enrolls PSAPs as customers, those PSAPs will have the best knowledge of call volumes from Verizon's serving area to the PSAP (*Id.*). Verizon further maintains that it will not be able to produce such forecasts with any accuracy, as the forecasts are dependent on knowledge that Verizon does not have, including the level of Intrado's potential success in the marketplace. Therefore, Verizon submits that requiring it to make these forecasts will "undermine" the proper sizing of the parties' networks (Verizon Reply Br. at 26). Finally, Verizon notes that the forecasting obligations already apply equally to both parties, pursuant to Section 1.1.5 of the 9-1-1 Attachment (*Id.*).

ISSUE 3 ARBITRATION AWARD

In light of the testimony at the hearing in this proceeding, it is surprising that the parties have been unable to resolve the issue here. The need of the parties to coordinate their facilities is both intuitively obvious and acknowledged by the parties. Equally obvious is the need for sharing each party's future expectations and plans to further that coordination.

At the hearing, Verizon's witness acknowledged that Intrado has similar needs for forecasting information as Verizon, and that Intrado will not know certain types of information, such as Verizon's network architecture and/or line losses to other competitors. Rather, the witness surmised that Intrado would be able to determine this information indirectly (Tr. 127, 128). The witness also indicated that Verizon would be amenable to meetings per §1.5.5 of the 9-1-1 Attachment to discuss trunk group information (*Id.* at 130, 131).

It seems unreasonable for Verizon to require of Intrado a regular form of reporting that Verizon considers an "unnecessary burden" if placed upon itself. It also seems unlikely that Verizon would wish to have to indirectly determine the other party's need for facilities, particularly given the literal life-and-death importance of 9-1-1 calls. Even if the parties cannot make forecasts based upon perfect knowledge, the parties sharing what knowledge they do have will serve to further the reliability of the 9-1-1 system. While Verizon maintains that the language in §1.5.5 of the 9-1-1 Attachment provides the ability to "work out these arrangements" (Verizon Reply Br. at 27 and footnote 20), the Commission is concerned that the meetings would be "on request by either Party." Absent knowledge of the other party's forecasts, it would be difficult to know whether such a meeting is required, leaving the parties with the need to request a meeting in order to determine whether there is a need to request a meeting.

Therefore, the Commission will require the trunk reporting to be reciprocal, as appears in Intrado's proposed language for §1.6.2 of the 9-1-1 Attachment. However, to eliminate any possible confusion, this conclusion is not intended to require the development of forecasts by either party specifically to meet this reciprocal requirement. Rather, in light of the fact that each party already develops trunk forecasts in the normal course of business, the Commission is simply requiring both parties to share the relevant parts of their forecasts. It should be further noted that, as this arbitration concerns an agreement that discusses exclusively the relationship between Verizon and Intrado as a CESTC, Intrado's certification as a CLEC and any related CLEC forecasts are not relevant in regard to this disputed issue.

Finally, while there is neither testimony nor briefing in support of the inclusion of the words "in a LATA" as proposed by Intrado for that same section, the Commission will

require its inclusion as well, as it appears a reasonable clarification and is consistent with the agreed upon language in §1.6.1.

Issue 4 What terms and conditions should govern how the parties will initiate interconnection?

Intrado proposed the following language with respect to 9-1-1 Attach. §1.5

> 1.5.1 When Intrado Comm becomes the 9-1-1/E-9-1-1 Service Provider for a PSAP to which Verizon End Users originate 9-1-1/E-9-1-1 Calls and for which additional interconnection arrangements between the Parties need to be established, Intrado Comm shall provide written notice to Verizon of the need to establish such interconnection *in such LATA* pursuant to this Agreement.
>
> 1.5.5 After receiving the notice provided in Section 1.5.1 above, the Parties shall work cooperatively to (a) designate a minimum of two (2) geographically diverse POIs to be established on Intrado Comm's network if such POIs have not already been established; agree on the intended interconnection activation date; *create* a forecast of trunking requirements; and provide such other information as each Party shall reasonably request n order to facilitate interconnection.
>
> 1.5.6 The interconnection activation date shall be mutually agreed to by the Parties Within ten (10) Business Days of Verizon's receipt of Intrado Comm's notice provided for in Section 1.5.1 above, Verizon and Intrado Comm shall confirm the POI(s) to be established on Intrado Comm's network and the mutually agreed upon the interconnection activation date for the new interconnection arrangements.
>
> 1.5.7 Prior to establishing the new interconnection arrangements, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s).

Intrado contends that Verizon's proposed language will require Intrado to take certain steps when it seeks to initiate service in a LATA in which the parties are not already interconnected. Intrado explains that it has modified Verizon's proposed language to require Verizon to provide certain information to Intrado when Intrado is the 9-1-1 service provider (Intrado Ex. 2, at 32). This language includes the locations of two

POIs on Intrado's network to deliver Verizon end users' 9-1-1 calls to PSAPs served by Intrado (Joint Issues Matrix at 16).

Intrado contends that, as interconnected carriers, Verizon should be required to provide information to Intrado prior to physical interconnection. Intrado avers that both parties will need to exchange information about their networks to ensure that they implement a reliable, redundant, and diverse network (Intrado Ex. 2, at 32). Intrado contends that this information would include which POIs are to be established on Intrado's network and a forecast of trunking requirements. Intrado further contends that its proposed language recognizes that the parties will be operating as co-carriers and thus should exchange information prior to initiating interconnection. Intrado explains that it characterizes the parties as co-carriers because, due to the importance of 9-1-1 services, the parties will be required to work together to ensure that adequate 9-1-1 arrangements are implemented to support the mutual exchange of 9-1-1 traffic between the parties' networks (*Id.* at 33).

Verizon proposed the following language with respect to 9-1-1 Attach. §1.5

> 1.5.1 For each LATA in which Intrado Comm becomes the 9-1-1/E9-1-1 Service Provider for a PSAP to which Verizon End Users originate 9-1-1/E9-1-1 calls and in which the Parties are not already interconnected pursuant to this Agreement, Intrado Comm shall provide written notice to Verizon of the need to establish such interconnection in such LATA pursuant to this Agreement.
>
> 1.5.5 [T]he notice provided in Section 1.5.1 above, shall include (a) the proposed POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in the relevant LATA in accordance with this Agreement; (b) Intrado Comm's intended Interconnection activation date; (c) a forecast of Intrado Comm's trunking requirements; and (d) such other information as Verizon shall reasonably request in order to facilitate interconnection.
>
> 1.5.6 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of Intrado Comm's notice provided for in Section 1.5.1 above, Verizon and Intrado Comm shall confirm the POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in the new LATA and the mutually agreed upon the interconnection activation date for the new LATA.

> 1.5.7 Prior to establishing interconnection in a LATA, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

Verizon contends that the language in dispute in Issue 4 is directly related to Issue 1 and whether Verizon can be forced to interconnect with Intrado at a POI on Intrado's network. Verizon avers that its proposed language correctly recognizes that, when Intrado signs up a new PSAP customer serving Verizon's end user customers, Intrado will need to establish interconnection on Verizon's network, and that certain steps need to be taken to initiate service at the POIs on Verizon's network (Verizon Ex. 1, at 33).

ISSUE 4 ARBITRATION AWARD

The Commission agrees with Verizon that this issue is directly related to Issue 1. In our Award for Issue 1, the Commission determined that, when Intrado is the 9-1-1 service provider to a PSAP serving Verizon end user 9-1-1 calls, Verizon is required to deliver its end users 9-1-1 traffic to a single POI on Intrado's selective router serving that PSAP within Verizon's service territory. Therefore, the Commission directs the parties to revise the language in dispute in Issue 4 to reflect these findings, including the mutual sharing of information regarding the location of the selective router prior to physical interconnection. The Commission agrees with Intrado that such information is necessary for both parties to perform appropriate engineering of their respective networks to ensure that adequate arrangements are in place between the parties to ensure the termination of 9-1-1 calls to the appropriate PSAP.

Issue 5 How should the Parties route 9-1-1/E9-1-1 calls to each other?

Intrado contends that its proposed language ensures that the parties are using the most efficient, most reliable traffic routing arrangements possible for the purpose of providing Ohio public safety entities with the benefits of a diverse and redundant network. Intrado explains that its proposed language has two main components – the trunking arrangements and the techniques necessary to efficiently route 9-1-1 calls between the parties' networks (Intrado Ex. 2, at 33). Intrado contends that it has proposed language requiring Verizon to implement certain minimum arrangements for routing 9-1-1 service traffic destined for Intrado PSAP customers, including multiple, dedicated, diversely routed 9-1-1 trunks. Intrado claims that Verizon has opposed undertaking these trunking activities when it terminates 9-1-1 service traffic on Intrado's network (*Id.*). Intrado claims that Verizon's template interconnection language imposes nearly identical

requirements on CLECs that seek to terminate 9-1-1 calls on Verizon's network (*Id.* at 34). Intrado avers that it would accept reciprocal language for those instances when Intrado terminates 9-1-1 service traffic on Verizon's network (*Id.* at 34, 35).

Intrado states that its language proposes the use of dedicated trunking from Verizon's end offices to deliver Verizon end users' 9-1-1 calls to Intrado's selective router when Intrado is the designated 9-1-1 service provider to the PSAP (*Id.* at 35). Intrado claims that, today, Verizon uses dedicated trunking from its end offices for 9-1-1 calls within its own network and requires CLECs to directly interconnect to the appropriate selective router and deliver only 9-1-1 traffic from their end users to the 9-1-1 selective router directly connected to the PSAP designated to serve that caller's location (*Id.* at 37). In support of this claim, Intrado points out that Verizon's template interconnection agreement requires any CLEC seeking to complete its end users' 9-1-1 calls to Verizon's PSAP customers to establish a minimum of two dedicated trunks to each Verizon selective router located in the CLEC's serving area. Intrado explains that these interconnection arrangements are in addition to interconnection arrangements established by CLECs for the exchange of "plain old telephone service" (POTS) traffic (*Id.* at 36). Intrado avers that it is not dictating how Verizon routes traffic on Verizon's side of the POI, but is simply seeking the same type of arrangement that Verizon imposes on other carriers when Verizon services the PSAP (*Id.* at 37). Intrado claims that, like Verizon's template interconnection agreement language, Intrado's proposed interconnection agreement language does not dictate how Verizon will transport its end users' 9-1-1 calls to Intrado, only that it do so over direct, dedicated trunks from its end offices without switching the 9-1-1 call at Verizon's selective router. Intrado contends that, because the arrangement proposed by Verizon does not utilize dedicated trunking from the end office to the selective router, unnecessary switching will be introduced to the call path. Intrado claims that switching Verizon originating office traffic through a Verizon selective router is unnecessary when Intrado has been designated to serve the 9-1-1 service provider and poses an increased risk of call failure before the 9-1-1 call is passed to Intrado (*Id.* 40, 41).

In support of its proposed language, Intrado avers that the use of dedicated trunks is technically feasible and that Verizon can perform any required sorting of 9-1-1 traffic at the originating office when the originating office is a digital or analog electronic switching system (*Id.* at 43). Intrado claims its proposal is supported by industry recommendations and guidelines, which call for identifiable end office trunk groups for default routing. Intrado contends that Verizon's proposal to use a common trunk group for all 9-1-1 service traffic destined for Intrado's network is inconsistent with the National Emergency Number Association (NENA) recommendations (*Id.* at 45).

Verizon claims that Intrado's proposed language would require Verizon to buy or build a minimum of two new dedicated 9-1-1 trunks from each end office in areas where Intrado is the designated 9-1-1 service provider to an unspecified number of POIs somewhere on Intrado's network. Verizon contends that Intrado's proposal for direct end

office trunking means that calls would no longer be aggregated at Verizon's selective router, which today sort calls to the appropriate PSAP. Verizon avers that, because Verizon's end offices do not have this call-sorting capability, some kind of new call-sorting method would have to be developed or deployed in those end offices (Verizon Ex. 1, at 35, 36). In situations where Intrado serves a PSAP, Verizon proposes to route calls from Verizon's customers to Intrado in the same way it routes calls to PSAPs today. Verizon explains that a 9-1-1 call from a Verizon end user would, therefore, travel to Verizon's selective router over Verizon's existing trunks and then the selective router would route the call to a POI on Verizon's network, from which Intrado will carry the call to its selective router (*Id.* at 36).

Verizon avers that Intrado's proposal for Verizon to install direct trunks from its end offices to POIs on Intrado's network results in Intrado inappropriately dictating how Verizon designs its own network for the routing of calls on Verizon's side of the POI. Verizon contends there is nothing that would justify one carrier dictating to another carrier the manner in which it transports traffic within its own network (*Id.* at 36, 37). Verizon further argues that Intrado's direct trunking proposal would dictate how other carriers design their network, by requiring them to also direct trunk to Intrado's network rather than routing their traffic through Verizon's selective routers, as most CLECs and wireless carriers do today (*Id.* at 37). Verizon claims the use of selective routers is efficient because it enables a company to aggregate and route calls to multiple PSAPs through a single switch. Conversely, Verizon contends, it is not efficient to build multiple trunks from multiple end offices to multiple selective routers, as Intrado's proposal would require (*Id.* at 45). Verizon avers that the ILEC alone is responsible for what happens on its side of the POI, just as the CLEC is responsible for what happens on its side of the POI (*Id.* at 47).

ISSUE 5 ARBITRATION AWARD

Pursuant to our award for Issue 1, discussed supra., and our previous arbitration awards involving Intrado, Intrado's selective router serving the caller's designated PSAP is considered the POI when Intrado is the service provider for a specified PSAP. With regard to the trunking arrangements used for the exchange of 9-1-1 traffic when Intrado is the designated provider relative to the specific PSAP, the Commission finds that, consistent with our previous arbitration awards in 08-537, 07-1216, and 07-1280, Verizon bears the cost and is generally entitled to establish routing for its 9-1-1 calls on its side of the POI.

The Commission notes that no new arguments relative to this issue have been presented in this proceeding other than those raised in the previous Intrado arbitrations. Therefore, consistent with our previous findings, Verizon is not required to establish direct trunking to Intrado's selective router(s) in those situations in which Intrado is the 9-1-1 service provider to the PSAP. Rather, Verizon will be allowed to engineer its network on

its side of the POI, including the use of its selective router(s), for the delivery of its 9-1-1 traffic to Intrado's selective router.

Issue 6 Should 9-1-1 Attach. §1.1.1 should include reciprocal language describing both Parties' 9-1-1/E9-1-1 facilities?

Intrado proposes the following language with respect to this disputed issue

> For areas where Verizon is the 9-1-1/E9-1-1 Service provider, Verizon provides and maintains such equipment and software at the 9-1-1 tandem/selective router(s) or selective router(s) and, if Verizon manages the ALI Database, this includes the ALI Database, as is necessary for 9-1-1/E9-1-1 calls . . ..

Intrado takes the position that, because the interconnection agreement identifies what components comprise Intrado's 9-1-1/E9-1-1 service offering, the interconnection agreement should contain a reciprocal provision identifying the components that comprise Verizon's 9-1-1/E9-1-1 system (Joint Issues Matrix at 22). Intrado's witness indicated that, optimally, Section 1.1.1 of the 9-1-1 Attachment should describe the function of 9-1-1 features, rather than the tools used to provide the features (Intrado Ex. 2, at 51). Intrado states that it has proposed language identical to the language in Verizon's template interconnection agreement (*Id.*). However, Intrado's witness acknowledged that Intrado and Verizon have different networks, so an accurate description of those networks would not necessarily be reciprocal (Tr. 70, 71). Intrado opines that the revised language offered by Verizon erroneously describes the access from Verizon's end users as part of the Verizon network (Intrado Initial Br. at 48).

Verizon proposes the following language with respect to Issue 6:

> For areas where Verizon is the 9-1-1/E9-1-1 Service provider, Verizon provides and maintains (a) Verizon 9-1-1/E9-1-1 tandem/selective router(s) for routing 9-1-1/E9-1-1 calls from Verizon end offices to PSAP(s) and (b) if Verizon manages the ALI Database, the ALI Database . . ..

Verizon states that Intrado's language is unacceptable because it does not accurately describe Verizon's network arrangements and capabilities due to the fact that it does not reflect the location of a 9-1-1 Tandem/Selective Router in Verizon's network (at a point between Verizon's end offices and the PSAPs) or the function of a 9-1-1 Tandem/Selective Router in Verizon's network (to route 9-1-1/E9-1-1 calls from Verizon end offices to PSAPs). Verizon specifically notes that Intrado's language with respect to Verizon's "Tandem/Selective Router(s)" is deliberately vague as to the function of these routers (Verizon Ex. 1, at 58, 59). Verizon posits that this language is intended to force Verizon to bypass its own selective routers and implement some new form of call routing (*Id.*).

Verizon concludes that its proposed language should be adopted inasmuch as it accurately describes Verizon's network arrangements and capabilities (Joint Issues Matrix at 22).

ISSUE 6 ARBITRATION AWARD

While Intrado states that it seeks language describing the 9-1-1 networks as being "reciprocal" and "identical" (Intrado Ex. 2, at 51), the Commission notes that Intrado's own witness acknowledged that "identical" language might not accurately describe each network (Tr. 71). Additionally, the Commission notes that the language proposed by Intrado is neither "reciprocal" nor "identical." In particular, the description of the network where Intrado is the 9-1-1 service provider refers to Intrado's own selective router. Intrado's proposed description of Verizon's 9-1-1 network, when Verizon is the 9-1-1 service provider, is not so specific, referring only generically to "the 9-1-1 Tandem/Selective Router(s) or selective router(s)." This lack of specificity appears to form the basis of Verizon's concern.

In contrast to Intrado's proposed description of Verizon's 9-1-1 network, the Commission finds that Verizon's proposed description of its 9-1-1 network is very specific and limiting in scope. On the other hand, Verizon's template language describing a 9-1-1 network, as reflected in Verizon's description of Intrado's 9-1-1 network, is more flexible, referring to "such equipment and software at the [carrier's] 9-1-1 Tandem/Selective Router." The template language proposed by Verizon to describe Intrado's network is not objectionable to Intrado and, presumably, from Verizon's perspective appears to appropriately describe the systems and functions of a 9-1-1 network, in sufficient specificity for the purposes of §1.1.1 of the 9-1-1 Attachment. Therefore, the Commission directs that the descriptions of each party's 9-1-1 network be truly reciprocal, and incorporate the following template language:

> For areas where Verizon is the 9-1-1/E9-1-1 Service Provider, Verizon provides and maintains such equipment and software at the Verizon 9-1-1 Tandem/Selective Router(s) and, if Verizon manages the ALI Database, the ALI Database, as is necessary for 9-1-1/E9-1-1 Calls. For areas where Intrado is the 9-1-1/E9-1-1 Service Provider, Intrado provides and maintains such equipment and software at the Intrado 9-1-1 Tandem/Selective Router(s) and, if Intrado manages the ALI Database, the ALI Database, as is necessary for 9-1-1/E9-1-1 Calls.

Issue 7 Should the agreement contain provisions with regard to the Parties maintaining ALI steering tables, and, if so, what should those provisions be?

Intrado proposes the following language with respect to 9-1-1 Attach. §1.2.1:

> The parties shall work cooperatively to maintain the necessary ALI steering tables to support display of ALI between the parties' respective PSAP customers upon transfer of 9-1-1/E9-1-1 calls.

Intrado indicates that the parties need to work together as co-carriers to support call transfer capabilities (Joint Issues Matrix at 22, 23). Intrado further states that interoperability ensures that selective router-to-selective router call transfers may be performed in a manner that allows misdirected emergency calls to be transferred to the appropriate PSAP, irrespective of the 9-1-1 service provider, while still retaining access to the critical caller location information associated with the call (i.e., ALI) (*Id.*). Intrado also notes that ALI steering would be required should a Verizon-served PSAP be the recipient of a transferred 9-1-1 call (Intrado Initial Br. at 50). Intrado concludes that each party should, therefore, be required to maintain appropriate updates and routing translations for 9-1-1/E9-1-1 services and call transfers (Joint Issues Matrix at 22, 23). In support of this requirement, Intrado states that, while stand-alone ALI is an information service, it is also an integral component of the provision of 9-1-1 service (Intrado Ex. 1, at 24) as demonstrated by the Federal Communications Commission's (FCC) definition of 9-1-1 services (*Id.* at 25).

Intrado also notes that the existing commercial agreements between Intrado's affiliate and Verizon do not address the services under discussion in the context of this issue (*Id.* at 26). Additionally, Intrado indicates that Intrado Inc. is the only affiliate of Intrado that has a contractual arrangement with Verizon, and that the existing arrangement is a licensing agreement for the provision of software (Tr. 17). Inasmuch as Intrado is not a party to any agreement, Verizon may have with an affiliate, Intrado opines that it cannot avail itself of the provisions of that contract (*Id.*).

Intrado represents that its proposed language would require the parties to work cooperatively to maintain the necessary ALI steering tables to ensure that accurate and up-to-date ALI information is displayed when a wireless, Internet protocol (IP) enabled, or voice over Internet protocol (VoIP) 9-1-1/E9-1-1 call is transferred between the parties' networks (Intrado Ex. 2, at 53). Specifically, Intrado states that its language would require Intrado and Verizon to work cooperatively and store the pseudo-ANI (pANI) numbers associated with adjacent PSAPs in each party's respective ALI steering tables. Intrado states that this single mutual effort will permit a PSAP that receives a call transfer associated with a wireless or nomadic VoIP call to also receive the ALI information (*Id.* at 54) Intrado claims that as many as 30-40 percent of wireless 9-1-1 calls routinely require transfer to another PSAP, regardless of the 9-1-1/E9-1-1 service provider involved (Intrado Initial Br. at 50). Intrado posits that, without the language requested by Intrado, Ohio PSAPs opting for a competitive 9-1-1 solution will lose the ability to receive a call transfer with ALI from a Verizon served PSAP, and Verizon served PSAPs will also be unable to receive a call transfer with ALI from a PSAP served by a competitive provider (*Id.*). Intrado's witness clarified that the proposed language only affects call transfers from VoIP

or wireless calls and that wireline call transfer capabilities are unaffected (Tr. 72). Finally, Intrado asserts that interoperability and call transfer capabilities have been mandated by the Commission in 07-1199 (Intrado Ex. 2, at 53).

Verizon agrees with Intrado that the parties should work together to ensure that misdirected 9-1-1 calls are directed to the proper PSAP. Verizon explains that this is the reason that it agreed to language requiring the parties to "establish mutually acceptable arrangements and procedures for inclusion of Verizon End User data in the ALI Database" for areas where Intrado is the 9-1-1 provider and manages the ALI database (Verizon Ex. 1, at 59-61). However, Verizon posits that, because the FCC has determined that the provision of caller location information to a PSAP is an information service, and not a telecommunications service, such services fall outside the scope of interconnection agreements negotiated and arbitrated under Sections 251 and 252 (*Id.*). Therefore, Verizon objects to Intrado's proposed language with respect to 9-1-1 Attach. §1.2.1. Rather, Verizon submits that, to the extent an agreement is needed to regulate communications between the parties' ALI databases, a separate commercial agreement should be utilized. In fact, Verizon believes that such a commercial agreement is already in place between Verizon and Intrado (or an affiliate of Intrado) (Verizon Reply Br. at 38). Verizon states that, to its knowledge, this commercial agreement with Intrado provides Intrado with everything it needs to conduct its business with respect to ALI database arrangements between the parties (Verizon Ex. 1, at 59-61).

While Verizon recognizes that it has commercial agreements that address the creation of steering tables, it notes that there is no language in these agreements requiring Verizon to "maintain" another E9-1-1 service provider's steering tables, as proposed by Intrado (*Id.*). Verizon concludes that, if Intrado believes that the existing commercial agreement needs to be modified, this issue should be properly addressed outside the context of a Section 251/252 interconnection agreement (*Id.*).

ISSUE 7 ARBITRATION AWARD

The purpose of an ALI database is to associate a telephone number with a physical location. The function of the Selective Router database is similar. This purpose must be served twice in the process of a 9-1-1 call; first to determine where to terminate the call, and again to provide the PSAP with the location information associated with the caller. Thus, the ALI database may potentially serve both as a telecommunication service and as an information service. The separation of the ALI function into separate databases is a result of the network and database design choices. This is demonstrated by Verizon's own new architecture under deployment, in which the ALI and Selective Router databases are not segregated. The ALI database in that architecture is queried twice, once for call set-up and then again for the information requested by the PSAP (Tr. 162, 163). The first use is clearly a part of a telecommunications service; the latter is a part of an information service. However, regardless of the status and use of the ALI database, the issue at hand with

respect to the disputed contract language concerns ALI steering tables. The function of an ALI steering table is to provide the PSAP with a critical bit of information for a wireless or VoIP call; i.e., which ALI database should be queried in order to determine the location associated with the calling number (Tr. 164, 165).

A telecommunications service, as defined by the 1996 Act is defined as "...the offering of telecommunications for a fee directly to the public, or to such class of users as to be effectively available to the public..."47 U.S.C §153(46). The 1996 Act also defines telecommunications as "...transmission ... of information of the user's choosing..."47 U.S.C. §153(43). Inasmuch as the user of 9-1-1 presumably chooses to have the PSAP receive the information needed for the PSAP to determine the caller's physical location, the delivery of information to the PSAP which makes this possible is a telecommunication service.[3] In a wireline 9-1-1 call, the information of "which ALI database to query" is provided as part of delivering a 9-1-1 call in the context of physical interconnection. For those calls which require an ALI steering database (non-PSTN calls), the ALI steering database is required to provide that same information. On this basis, the Commission concludes that ALI steering is clearly part of a telecommunications service.

In addition, the language in question discusses specifically the coordination of ALI steering tables in the context of PSAP-to-PSAP call transfer. There are two possible ways of viewing a PSAP-to-PSAP call transfer. It can be viewed as a telecommunication between two PSAPs, or as a part of the process of a 9-1-1 call. In the latter instance, the Commission determines that the ALI steering function is part of a telecommunication service. In the former instance, the ALI steering table information is part of the information which the transferring PSAP wishes to convey to the receiving PSAP. This is consistent with the definition of "telecommunications" and clearly constitutes "transmission of information between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received."

Verizon has argued that the proposed language will require it to "maintain" another 9-1-1 provider's steering tables. The Commission is not convinced that a requirement to "work cooperatively to maintain" the steering tables is different from any other aspect of interconnection that requires cooperation and coordination.

Therefore, the Commission concludes that the language in question refers to a telecommunications service and, thus, is appropriate for inclusion in an interconnection

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3 While the user may not specify the "points" that information is transmitted "between and among," it is only because that function is transparent to the user. A 9-1-1 system where it was not transparent to the user would actually be less effective and more cumbersome than one in which information on the caller's location is not available.

agreement. The parties are directed to incorporate Intrado's proposed language in the interconnection agreement to be filed in this proceeding.

Issue 8 Should certain definitions related to the parties' provision of 9-1-1/E9-1-1 service be included in the interconnection agreement and what definitions should be used?

Intrado notes that the disputes between the parties with respect to the definition of "9-1-1/E9-1-1 Service Provider" and the definition of "POI" deal with the location of the POI and are addressed under Issue 1.

With regard to the definition of ANI, Intrado proposes that the term be defined as the "telephone number associated with the access line from which a call originates." Intrado points out that this is the same definition as that set forth in the NENA Master Glossary (Intrado Initial Br. at 51, citing *NENA Master Glossary of 9-1-1 Terminology*, NENA-00-001, Version 11 [May 16, 2008], at 17). Intrado states that it proposed that this term and definition be included in the interconnection agreement because the term is used in Intrado's proposed language in other sections of the interconnection agreement (*Id.*). Intrado opines that, while Verizon does not appear to have an issue with the substance of the definition, it does not agree with Intrado's proposed language in other sections of the interconnection agreement and, thus, does not think that inclusion of the term is necessary (*Id.*).

With respect to the definition of "9-1-1 Tandem/Selective Router," Intrado proposes that the term be defined as "switching or routing equipment that is used for routing and terminating originating end user 9-1-1/E9-1-1 calls to a PSAP and/or transfer of 9-1-1/E9-1-1 calls between PSAPs." Intrado submits that its proposed definition accurately reflects the functions that will be performed. Intrado notes that the FCC has stated that a selective router receives 9-1-1/E9-1-1 calls and forwards those calls to the PSAP that has been designated to serve the caller's area (*Id.* citing *Requirements for IP-Enabled Service Providers*, 20 FCC Rcd 10245, [2005] at ¶15). Intrado states that it is well-established that selective routers are used to transfer 9-1-1/E9-1-1 calls between PSAPs (*Id.*).

Intrado suggests that Verizon's proposed language for "Verizon 9-1-1 Tandem/Selective Router" and "Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center" should be rejected, as these two Verizon-proposed definitions are unnecessary and repetitive of the general definitions for these terms (*Id.* at 52). Intrado notes that, inasmuch as the terms "9-1-1 Tandem/Selective Router" and "Interconnection Wire Center" are already defined in the interconnection agreement, there is no reason for separate, Verizon-specific definitions for these terms (*Id.*).

With respect to the definitions in dispute, Verizon proposed as follows:

9-1-1 Tandem/Selective Router- Switching or routing equipment that is used for routing 9-1-11/E9-1-1 calls. In Verizon's network, a 9-1-1 Tandem/Selective Router receives 9-1-1/E9-1-1 calls from Verizon's end offices and routes these 9-1-1/E9-1-1 alls to a PSAP.

Verizon 9-1-1 Tandem/Selective Router- A 9-1-1 Tandem/Selective Router in Verizon's network which receives 9-1-1/E9-1-1 calls from Verizon end offices and routes these 9-1-1/E9-1-1 calls to a PSAP.

Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center- A building or portion thereof which serves as the premises for a Verizon 9-1-1 tandem/Selective Router.

Verizon opines that the source of the parties' disputes about the definitions raised in Issue 8 centers on Intrado's network architecture proposal (Verizon Initial Br. at 38). Verizon maintains that Intrado's definitions for Issue 8 must be rejected inasmuch as they incorrectly assume that Intrado is entitled to select POIs on its own network and that Verizon must interconnect with Intrado by means of direct trunks supplied by Verizon that would bypass Verizon's selective routers (*Id.*).

Verizon maintains that Intrado's language does not accurately reflect the structure of Verizon's network and the location and operation of 9-1-1 Tandem/Selective Routers in Verizon's network. Verizon submits that its own definitions of "9-1-1 Tandem/Selective Router" and "Verizon 9-1-1 Tandem/Selective Router" establish that, in Verizon's network, the 9-1-1 Tandem/Selective Router is located between the Verizon end office and the PSAP and may be used to route calls from the Verizon end office to Intrado's POI (*Id.*). Verizon maintains that Intrado's opposition to Verizon's language is premised on Intrado's incorrect position that Verizon must forgo using its selective routers to send 9-1-1 calls to Intrado-served PSAPs (*Id.*).

Verizon submits that its proposed definition of "Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center" is appropriate inasmuch as one of the POIs on Verizon's network is specifically stated in the 9-1-1 Attachment to be a "Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center."

ISSUE 8 ARBITRATION AWARD

As noted by Intrado, the following six definitions are in dispute between the parties: (1) ANI; (2) 9-1-1/E9-1-1 Service Provider; (3) 9-1-1 Tandem/Selective Router; (4) POI ; (5) Verizon 9-1-1 Tandem/Selective Router; and (6) Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center. As noted by Verizon, each of the glossary definitions identified in Issue 8 is referenced in one or more of the draft interconnection agreement

sections in Issues 1, 2 and 5. Therefore, the resolution of these definitional issues is driven by, and must be consistent with, this Commission's decisions on Issues 1, 2 and 5.

With regard to these issues, this Commission has determined that Verizon will be required, where Intrado is the provider for a given PSAP, to deliver its customers' 9-1-1 calls destined for that PSAP to a POI on Intrado's selective router (or network) for termination (Issue 1). The Commission has also determined that Intrado's POI for this purpose must be located within Verizon's service territory (Issue 1). Also, the Commission has concluded that Verizon may engineer its network on its side of the POI as it sees appropriate, and bears the cost of doing so (Issues 1 and 5). Finally, the Commission found that the interconnection agreement should include the basic framework for PSAP-to-PSAP call transfer (Issue 2).

While, based on the record in this proceeding, it appears that Verizon intends to use its selective router facilities to route 9-1-1 calls to Intrado where Intrado is the designated provider for the destination PSAP, this may not be how Verizon chooses to operate in the future. Verizon has already indicated on the record in this proceeding that it is in the process of rolling out a new architecture for selective routing (Tr. 162, 163). Given that this interconnection agreement should ideally outlast the current architecture, this Commission favors a more generic definition of a "9-1-1 Tandem/Selective Router." Therefore, the Commission finds that, rather than either of the parties' proposed language, the definition to be utilized should be as follows: "Switching or routing equipment that that is used for routing 9-1-1/E9-1-1 calls and/or providing the transfer of 9-1-1/E9-1-1 calls between PSAPs."

As to the more specific definitions proposed by Verizon to be applied to "Verizon 9-1-1 Tandem/Selective Router" and "Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center," the Commission agrees with Intrado that establishing a separate definition for those owned by Verizon adds no useful specificity. As to Verizon's claim that it is unlawful for it to be prohibited from using its selective routers to send 9-1-1 calls to Intrado-served PSAPs, it needs to be made clear that this Commission has already established that a PSAP would have only one carrier for each type of 9-1-1 call (wireline, wireless, or VoIP). If that carrier is Intrado, then Verizon must deliver its applicable 9-1-1 calls to Intrado for termination to the relevant PSAP, though it may engineer its network however it chooses, consistent with Issue 1. By reaching this determination, the Commission is not prohibiting Verizon from utilizing its selective routers.

Finally, as is discussed in Issue 1, the parties are instructed to include the phrase "with ANI" where applicable. Therefore the Commission will also instruct the parties to include the definition of ANI proposed by Intrado, as it is the definition set forth in the NENA Master Glossary and is, therefore, consistent with the usage of the term generally.

Issue 9 Should 9-1-1 Attachment Section 2.5 be made reciprocal and qualified as proposed by Intrado?

Verizon proposed the following language in 9-1-1 Attach. §2.5, that would allow it to directly deliver 9-1-1/E9-1-1 calls to one of Intrado's PSAP customers:

> Nothing in this agreement shall be deemed to prevent Verizon from delivering 9-1-1/E9-1-1 calls directly to a PSAP for which Intrado Comm is the 9-1-1/E9-1-1 service provider.

Further, in an attempt to address concerns raised by Intrado, Verizon also proposed the following language in 9-1-1 Attach. §2.6, that would allow Intrado to directly deliver 9-1-1/E9-1-1 calls to one of Verizon's PSAP customers:

> Nothing in this agreement shall be deemed to prevent Intrado from delivering by means of facilities provided by person other than Verizon, 9-1-1/E9-1-1 calls directly to a PSAP for which Verizon is the 9-1-1 service provider.

Intrado objects to Verizon's proposed language contained in 9-1-1 Attach. §§2.5 and 2.6. Intrado opines that the proposed language should be rejected based on its belief that this is a matter outside of the scope of a Section 251(c) interconnection agreement (Intrado Initial Br. at 53). At a minimum, Intrado avers that the adopted language should reflect that either party may only be permitted to directly deliver 9-1-1/E9-1-1 calls to the other party's PSAP customer if the PSAP customer specifically authorizes the requesting party to do so (*Id.*). In support of its position, Intrado points out that there may be instances where a PSAP may select more than one 9-1-1/E9-1-1 service provider. For example, Intrado recognizes that a PSAP may choose to have both Verizon and Intrado provide 9-1-1/E9-1-1 services (*Id.* citing Intrado Ex. 2, at 60; Tr. 86). To the extent that this scenario exists, Intrado opines that the adopted language should reflect that such arrangements are to be driven by the PSAP, and not pursuant to Verizon's unilateral mandates (*Id.* citing Tr. 87).

While Verizon believes that its proposed §2.6 addresses Intrado's concerns related to reciprocity, Verizon rejects Intrado's proposed clarification that the interconnection must be authorized by the PSAP. Specifically, Verizon submits that whether a party has a right to deliver calls to a PSAP is a matter between that party and the PSAP and is outside the scope of the parties' agreement. Verizon considers Intrado's proposed language to be an unwarranted intrusion upon its rights with respect to third parties (Verizon Initial Br. at 39, citing Verizon Ex. 1, at 68, 69).

ISSUE 9 ARBITRATION AWARD

Based on a review of the parties' stated positions, the Commission agrees with Verizon that the issue of whether party has a right to deliver calls to a PSAP is a matter between that party and the PSAP and is outside the scope of the interconnection agreement before the Commission in this proceeding. In reaching this determination, the Commission recognizes that a PSAP may choose to enter into agreements with two separate 9-1-1/E9-1-1 providers based on its own individual needs and situation. The specifics of such arrangements extend beyond the scope of this arbitration proceeding. Therefore the Commission agrees with Intrado that Verizon's proposed language in 9-1-1 Attach. Sections 2.5 and 2.6 should be deleted.

Issue 10 What should Verizon charge Intrado for 9-1-1/E9-1-1 related services and what should Intrado charge Verizon for 9-1-1/E9-1-1 related services?

Issue 12 Can Verizon require Intrado to charge the same rates as, or lower rates than, the Verizon rates for the same services, facilities, and arrangements?

Intrado proposed the following language:

> 9-1-1 [Attach.] §1.7.3 ...When Intrado Comm is the 9-1-1/E9-1-1 Service Provider, Verizon shall pay to Intrado Comm the full Intrado Comm rates and charges (as set out in this Agreement) for interconnection at the POI(s) established by the Parties on Intrado Comm's network for any services, facilities and/or arrangements provided by Intrado Comm for such interconnection.

Additionally, Intrado Comm proposed Pricing Appendix B, captioned "Intrado Comm. Services"

As the first portion of Issue 10 (what Verizon may charge Intrado) focuses on whether and how the agreement may reference the parties' tariffs, this aspect will be addressed under Issue 11, which deals more directly with the issue of tariffs.

With regard to the rates that Intrado is proposing to charge Verizon under Issue 10, Intrado states that it should have reciprocal rights to charge Verizon "port" or "termination" charges when Verizon interconnects with its network. Intrado further states that, while it believes that Verizon imposes trunk port or termination charges on carriers seeking to terminate 9-1-1/E9-1-1 service traffic on Verizon's network, it notes that these

charges may not be separately stated by Verizon but, rather, may be contained in other rates Verizon imposes on competitors for 9-1-1/E9-1-1 services (Intrado Ex. 1, at 29). Intrado states that its rates are similar to those charged by Verizon for trunk ports and connections to its network (Joint Issues Matrix at 25, 26).

In addition, Intrado posits that, while Section 252 authorizes state commissions to determine whether the rates to be charged by the ILEC are just and reasonable, it provides no authority for a state commission to adjudicate a competitor's rates during a Section 252 proceeding. Intrado states that, to the extent that Verizon wishes to challenge Intrado's proposed rates, it should file a separate proceeding. (Intrado Initial Br. at 56, citing Virginia Arbitration Order at ¶588).

Further, Intrado states that its rates should not be capped at the rate that Verizon charges for "comparable" services (Joint Issues Matrix at 31). Intrado submits that neither federal nor state law requires a competitor's rates, aside from intercarrier compensation, to be capped at the rates charged by the ILEC. Additionally, Intrado asserts that there is no requirement that Intrado's rates should be "benchmarked" against Verizon's rates given that Verizon's argument for "benchmarking" is based on intercarrier compensation rates (Intrado Initial Br. at 60). Further, Intrado points out that the FCC's Wireline Competition Bureau, as well as several state commissions, have already rejected Verizon's argument (*Id.* at 61). Finally, Intrado argues that this Commission has already made clear that Intrado's rates are "reasonable" (*Id.* at 57).

Verizon notes that the parties have agreed that the transport and termination of 9-1-1/E9-1-1 calls will be handled on a non-charged basis. Thus, according to Verizon, there should be no language in the interconnection agreement that would allow Intrado to bill Verizon any charges for the transport and termination of 9-1-1/E9-1-1 calls from Verizon end users to PSAPs served by Intrado or for the transport and termination of 9-1-1/E9-1-1 calls transferred from Verizon-served PSAPs to Intrado-served PSAPs (Joint Issues Matrix at 27).

In addition, Verizon maintains that, since Intrado is obligated to interconnect with Verizon at a technically feasible POI on Verizon's network, there should also be no Intrado charges for Intrado-provided facilities that carry 9-1-1/E9-1-1 calls, and no charges for interconnection to the Intrado network (*Id.* at 27, 28). Verizon also maintains that the rates Intrado has proposed for what it calls "port" or "termination" charges (but which are not specified as such in the agreement) are completely arbitrary and unsupported by any cost or other evidence. Verizon states that it is not clear from Intrado's proposed language what activities these charges cover, or how such charges were developed (*Id.* at 28, 29).

Verizon proposes language in the Pricing Attachment that would require Intrado to charge no more than Verizon charges Intrado for the same services, facilities, and arrangements (Verizon Ex. 1, at 76, 77). Verizon notes that, as an ILEC, its rates are subject

to Commission scrutiny and, therefore, are subject to a presumption of reasonableness (Verizon Initial Br. at 44). Verizon states that, if Intrado wants to charge Verizon higher rates, Intrado should be required to show, based on its costs, that its proposed rates are reasonable. Verizon observes that the practice of benchmarking CLEC rates to ILEC rates is a common approach to preventing CLEC pricing abuses used by this Commission (Joint Issues Matrix at 31).

Verizon observes that rate parity provisions are standard terms in Verizon's interconnection agreements, and benchmarking to the ILEC's rates is quite common in a number of areas. Verizon notes that CLECs must charge ILECs the same reciprocal compensation rates as the ILEC charges the CLEC, unless the CLEC can justify higher rates based on its costs. In addition, according to Verizon, the FCC and numerous states, including Ohio, have requirements capping CLEC access rates at the rate of the competing ILEC (Verizon Ex. 1, at 77, 78).

ISSUES 10 AND 12 ARBITRATION AWARD

As to whether Intrado can charge Verizon for ports while, with respect to its own rates, Verizon differentiates between transport and termination charges for 9-1-1, and facilities charges, the ILEC fails to recognize this same distinction with respect to Intrado. Specifically, Verizon indicates that Intrado will have to pay for a POI on Verizon's network (Tr. 135), and will have to pay for any facilities it obtains from Verizon to transport calls from that POI to Intrado's network (Joint Issues Matrix at 27, 28). At the same time, Verizon notes that the parties have agreed not to charge for transport or termination of 9-1-1 traffic (Verizon Ex. 1, at 72, 73). This recognizes a distinction between transport and termination, for which Verizon will not charge, and facilities, for which Verizon will charge. However, when discussing Intrado's port charges to Verizon, Verizon appears to ignore this distinction and, instead, inappropriately concludes that, because the parties have agreed not to charge for transport or termination, Intrado should also not charge for switch port facilities (*Id.*).

Regarding the rates Intrado can charge, while it is indeed true that CLEC rates are regularly compared to, or capped at, the rates of the ILEC with which they compete, the requirement to do so is limited to intercarrier compensation (i.e. switched access and reciprocal compensation) and does not extend to the issues in dispute in this proceeding. The Commission observes that, despite Verizon's statement that benchmarking is "quite common in a number of areas," the company has identified only a single example from the New York Public Service Commission that applies such benchmarking to the provision of facilities, such as switch ports. While the state of New York may have an "established practice" of benchmarking facilities charges to those of the ILEC, Ohio does not, and we see no compelling reason to establish such a practice in this case.

Intrado contends that Section 252 provides no authority for a state commission to adjudicate a competitor's rates during a Section 252 proceeding. In addressing this contention, the Commission points out that it is simply exercising its authority pursuant to Sections 252(b)(1) and 252(b)(4) to consider those issues presented for arbitration and to determine the reasonableness of the resulting interconnection agreement terms and conditions. Specifically, Verizon has presented for arbitration the issue of Intrado's proposed port charges. Therefore, this Commission clearly has the authority in the context of this proceeding to determine appropriate rates for Intrado's port charges, notwithstanding the fact that the Commission is not relying upon the pricing standards set forth in Section 251(d).

While maintaining that any attempt by Verizon to challenge the appropriateness of Intrado's rates lies outside this arbitration proceeding, Intrado, at the same time, cites other arbitration decisions of this Commission to support the contention that its proposed rates are reasonable (Intrado Initial Br. at 56, 57; Intrado Reply Br. at 16, each citing 08-537, Arbitration Award at 21). The Commission finds it contradictory for Intrado to first claim that this Commission has no authority to decide the question of the appropriateness of the proposed rates, but then cite to this Commission's previous decisions in support of its contention that its proposed rates are reasonable. If it wishes to cite this Commission's prior arbitrations to support the reasonableness of its rates, it cannot then argue that the Commission cannot arbitrate those rates.

The Commission, therefore, finds that the proposed language should be incorporated in the final interconnection agreement as follows:

> 9-1-1 Attachment Section 1.7.3 - Intrado's proposed final sentence beginning "When Intrado Comm is the 9-1-1/E9-1-1 Service Provider..." and ending "...for such interconnection."
>
> Pricing Attachment Appendix B, captioned "INTRADO COMM SERVICES" should be adopted.

Finally, as noted above, the issue of the inclusion of tariff references in the agreement is discussed at length in the context of Issue 11.

Issue 11 Should all "applicable" tariff provisions be incorporated into the agreement? Should tariffed rates apply without a reference to the specific tariff? Can tariffed rates automatically supersede the rates contained in Pricing Attachment, Appendix A without a reference to the specific tariff? Should the Verizon proposed language in Pricing Attachment Section 1.5 with regard to "TBD" rates be included in the agreement?

Intrado identifies the following three main disputes raised in the context of this issue:

(1) The incorporation of "applicable" tariff provisions into the agreement.

(2) Intrado's concern that tariff charges should not be permitted to trump those interconnection-related charges in the interconnection agreement, and that any charges imposed by either party should be specifically identified in the agreement.

(3) Rates marked as "TBD" in the Pricing Attachment should not be superseded by tariffed rates.

(Intrado Initial Br. at 58).

Intrado states that, in light of its desire for certainty with respect to the parties' relationship, it cannot agree to "unspecified" terms and conditions that Verizon may later determine are 'applicable' to the services being offered in the interconnection agreement (*Id.*). While Intrado recognizes that there may be non-Section 252(d)(1) services that Intrado will purchase from Verizon for which a tariff is the appropriate pricing mechanism, it maintains that, if a tariffed rate is the appropriate rate for a certain service, the applicable tariff should be set forth in the parties' interconnection agreement, rather than a generic reference to "applicable" tariffs (Intrado Initial Br. at 55).

Additionally, Intrado references a West Virginia arbitration decision and a FCC Wireline Competition Bureau arbitration decision as support for its argument (Intrado Initial Br. at 59, citing Case No. 08-0298-T-PC, *Intrado Communications Inc. and Verizon West Virginia Inc.* West Virginia Administrative Law Judge Award at 24; and *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc. and for Expedited Arbitration et al.*, Arbitration Order at ¶608).

Intrado posits that state retail tariffs governing 9-1-1/E9-1-1 services are not appropriate for Verizon's provision of interconnection-related services to Intrado under the interconnection agreement, and that any interconnection-related charges to be assessed on Intrado should be developed pursuant to Sections 251/252 and set forth in the interconnection agreement (Intrado Initial Br. at 54) unless those services are subject to non-Section 252 pricing (*Id.* at 55). Intrado notes that Section 252(d) sets forth the pricing standards for three categories of charges: (1) interconnection and network element charges, (2) transport and termination charges, and (3) wholesale telecommunications services charges (*Id.* at 54, 55). Intrado further states that Verizon cannot use tariffs to circumvent the requirements of 251/252, (*Id.* at 55) and that "(u)nspecified tariff terms and

conditions deemed by Verizon to be "applicable" should not be incorporated into the interconnection agreement"(Joint Issues Matrix at 29).

Although Intrado recognizes that there may be services that it would purchase that are not covered by Section 252(d)(1), it claims that these services are not within the framework of interconnection arrangements for competitive 9-1-1 services (Initial Br. at 55). Intrado further states that without pricing or specific tariff references explicitly stated in the interconnection agreement, Intrado cannot effectively compete with Verizon because it will not know its operating costs (Intrado Ex. 1, at 27).

Verizon notes that the attachments to the agreement (e.g., the Collocation Attachment, Verizon proposed 9-1-1 Attachment, and Verizon proposed Pricing Attachment) set out the charges that Verizon will bill for the services that it will provide under the agreement. Verizon observes that, while Intrado does not dispute the rates that Verizon proposes in Appendix A of the Pricing Attachment, it has inappropriately proposed to delete much of Verizon's rate-related language in the 9-1-1 Attachment (Joint Issues Matrix at 25). Verizon notes that Intrado specifically objects to tariff references proposed by the ILEC (Verizon Initial Br. at 40).

Verizon notes that Intrado objects to the proposed tariff language for two reasons. First, Intrado submits that the tariff rates may not have been developed pursuant to total element long-run incremental cost (TELRIC) pricing. Second, Intrado argues that without established pricing for every element that Intrado may purchase from Verizon, Intrado cannot effectively compete. As to the first argument, Verizon points out that TELRIC pricing is only required for a specific list of network elements identified by the FCC. As to the second argument, Verizon points to the fact that its wholesale services are still under Commission review and approval (*Id.* at 40, 41).

Verizon points out that the Pricing Attachment provides, *inter alia*, that Verizon's services shall be provisioned as set forth in its tariffs or, in the absence of a tariff rate, as set out in Appendix A to the Pricing Attachment. Verizon describes the rates set forth in Appendix A as being its standard rates offered to other CLECs (*Id.*). Verizon states that, as public utilities normally do, it files tariffs for the services it provides. Verizon maintains that applying tariffed rates for the services that it provides to Intrado is appropriate because these rates are subject to Commission review and approval in accordance with applicable legal standards. Verizon also points out that tariff references are a standard part of its interconnection agreements. Moreover, Verizon states that it has a duty of nondiscrimination under the 1996 Act with regard to the pricing of its services. The company explains that its use of tariffed rates helps ensure that Intrado receives the same, nondiscriminatory prices as other CLECs (Joint Issues Matrix at 29).

Verizon states that Intrado's proposal to limit the applicable tariffs to just those specifically cited in the interconnection agreement or in Appendix A of the Pricing

Attachment is unreasonable inasmuch as neither Verizon nor Intrado can identify, in advance, each of the tariffs and corresponding rates and sections that apply to a particular services that Intrado might possibly purchase at some point in the future, but for which prices are not stated in the agreement (Verizon Initial Br. at 40).

Verizon also asserts that, as noted with respect to Issue 10, Intrado is incorrect in its position that any charges Verizon may assess on Intrado must be developed in accordance with Section 252 (i.e., must be TELRIC-based). In support of its position, Verizon notes that the fact that Intrado identifies a service or feature as an interconnection element does not make it subject to TELRIC pricing (Joint Issues Matrix at 30). Finally, Verizon notes that it has proposed language in Pricing Attach. §1.5 that addresses the question of how "TBD" (to be determined) rates will be replaced with actual rates (*Id.* at 30, 31).

ISSUE 11 ARBITRATION AWARD

While under the filed rate doctrine, it could be argued that tariffed rates could supersede the rates included in an interconnection agreement, this possibility is obviated with respect to unbundled network elements due to the pricing requirements set forth in Section 252. Additionally, in order for a filed rate to "trump" a rate included in the interconnection agreement, there would have to be a tariffed service that precisely matched the description, terms and conditions of a service offered under the interconnection agreement, while having a rate different from that included in the interconnection agreement. There has been no demonstration on the record or on brief in this, or any previous arbitration for which Intrado has petitioned in Ohio, that this situation exists. Indeed, as discussed later, this scenario does not exist. If indeed such an "overlap" were to exist between the tariffed services and the services priced according to Section 252 in the interconnection agreement, the pricing rules of Section 252 would take precedence.

With regard to Intrado's concern that existing tariffs could supersede rates in the interconnection agreement, the Commission notes that Section 1.2 of the interconnection agreement, which is agreed-upon language, indicates that the interconnection agreement (identified as the Principal Document) shall take precedence over filed tariffs in the event of a conflict. This is consistent with Verizon's interpretation of "applicable" tariffs as reflected in their initial brief. As to the rates identified as "TBD," these rates will be determined pursuant to Verizon's proposed language, subject to review by this Commission and/or the FCC or a court of competent jurisdiction.

Verizon's point that it is impossible to determine at this time what services Intrado may at some future time order from Verizon is well taken. There are services that Intrado may well wish to avail itself of under the terms of this agreement, for which rates are not listed in this agreement. A key point in this regard is Verizon's statement that its proposed language "would apply applicable tariffed rates to services that Intrado may

take, but for which prices are not stated in the agreement" (emphasis added) (Verizon Initial Br. at 40). The Commission notes that the incorporation of the reference to tariffs under this scenario will help to ensure that Intrado receives the same nondiscriminatory treatment as any other similarly situated CLEC. In order to avoid further dispute in this regard, this Commission will require that the interconnection agreement itself include that understanding of "applicable tariff." In Section 2 of the Glossary, the parties will be required to define "applicable tariffs" as "those tariffs of either party that identify, define, and set terms, conditions and rates for services, ordered by the other party, that are not subject to the terms, conditions and rates identified in this Agreement, modifications to this Agreement, or successor Agreements." The parties are instructed to use the term consistently throughout the interconnection agreement.

With this addition, the Commission finds that, in the following areas, proposed language should be used in the final agreement as follows:

General Terms and Conditions Section 1.1 – Verizon's proposed language is to be included.

9-1-1 Attach. Sections 1.3.5 and 1.3.6 (as numbered by Intrado) - "...Verizon's [A]pplicable Tariffs and..." is to be included.

9-1-1 Attach. Section 1.4.2 (as set out in Verizon's [A]pplicable Verizon Tariffs and this Agreement)..." is to be included.

9-1-1 Attach. Section 1.7.3 "...Verizon's [A]pplicable Tariffs and..." is to be included.

Pricing Attach. Section 1.3 - Intrado's proposed language is to be excluded.

Pricing Attach. Section 1.5 - Verizon's proposed language is to be included, Intrado's proposed language is to be excluded.

Issue 13 Should the waiver of charges for 9-1-1 call transport, 9-1-1 call transport facilities, ALI Database, and Master Street Address Guide (MSAG), be qualified as proposed by Intrado by other provisions of the Agreement?

Intrado proposes that the following language be incorporated within the interconnection agreement to be approved in this proceeding:

1.7.2 Except as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment . . .

1.7.3 Except as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment . . ..

Intrado states that each party's ability to bill the other party should be limited to the requirements in the interconnection agreement and the rates contained in the incorporated Pricing Attachment (Initial Br. at 61, Joint Issues Matrix at 31). Intrado notes that the agreed-upon language with respect to this issue specifically identifies reciprocal compensation, intercarrier compensation, exchange access service, the ALI database and the MSAG as items for which the parties are not permitted to impose charges, and states that it is not intending the language at issue here to now create an opportunity to impose charges for these items (Initial Br. at 61, 62).

Verizon proposes that the following language be incorporated within the interconnection agreement to be approved in this proceeding:

1.7.2 Notwithstanding any other provision of this Agreement or Tariff or otherwise . . ..

1.7.3 Notwithstanding any other provision of this Agreement or Tariff or otherwise . . ..

Verizon maintains that Intrado language creates a loophole that may permit charges for services for which the parties have agreed not to charge (Verizon Initial Br. at 45). Specifically, Verizon submits that Intrado's proposed language contemplates that Intrado might bill Verizon for interconnection or facilities for transport of 9-1-1/E9-1-1 calls to Intrado's network (Verizon Ex. 1, at 80, 81). Verizon opines that this loophole potentially undercuts the parties' agreement that neither will bill the other for transport of 9-1-1/E9-1-1 calls. Verizon avers that Intrado should not be billing Verizon any charges for interconnection or facilities for transport of 9-1-1/E9-1-1 calls (Joint Issues Matrix at 31, 32).

ISSUE 13 ARBITRATION AWARD

As an initial clarification, the issue of whether, and under what conditions, Intrado may be able to charge Verizon for facilities and or interconnection is dealt with in Issue 1, and will not be addressed here.

Each party maintains that it is its intention to not charge for a list of identified services associated with the transport and termination of 9-1-1 calls (Interconnection Agreement §§1.7.2.1 through 1.7.2.4 and §1.7.3). While the parties agree as to the items identified on the list, they disagree regarding the parameters of this commitment. Verizon's language provides that, regardless of any other language in the Agreement, there would be no charge for the identified services. Intrado's language limits what can be

charged for relative to those items explicitly identified in the 9-1-1 Attachment or Appendix A of the Pricing Attachment.

Intrado's proposed language is open-ended and is, therefore, problematic due to the inability to identify every single item that might be ordered or supplied by the parties. In addition, a missed item anywhere else in the agreement has the potential to raise a later issue with regard to these items. Verizon's proposed language has the advantage of not being open-ended and, instead, specifically identifies those services for which there will be no charge. Therefore, the Commission finds that Verizon's proposed language provides a clear and direct method of achieving the desired limitation. Based on this determination, the Commission will incorporate Verizon's proposed language relative to the first sentence of Section 1.7.2 and the first sentence of Section 1.7.3 of the 9-1-1 Attachment.

Issue 14 Should the reservation of rights to bill charges to 9-1-1 controlling authorities and PSAPs be qualified as proposed by Intrado by "to the *extent permitted under the parties' tariffs* and applicable law"?

Intrado proposes that the following bolded language be incorporated within the interconnection agreement to be approved in this proceeding:

9-1-1 Attach. §2.3 **To the extent permissible under the parties' tariffs and applicable law, [N]**othing in this agreement shall be deemed to prevent Verizon from billing to a Controlling 9-1-1 Authority or PSAP rates or charges for:

9-1-1 Attach. §2.4 **To the extent permissible under the parties' tariffs and applicable law, [N]**othing in this agreement shall be deemed to prevent Intrado Comm from billing to a Controlling 9-1-1 Authority or PSAP rates or charges for:

Intrado submits that the Commission-approved tariffs and state and federal statues, laws, and other regulations should govern whether either party may impose charges on 9-1-1 Controlling Authorities and PSAPs. Further, Intrado posits that the interconnection agreement should not be permitted to usurp existing tariffs and applicable laws. Specifically, Intrado contends that, absent its proposed language, either party could have the ability to bill Ohio PSAPs for a range of services even if the party no longer provides those services (Initial Br. at 63 citing Tr. 16). Specifically, Intrado expresses the concern of whether Verizon will actually be providing services to a PSAP when Intrado is the designated 9-1-1/E9-1-1 service provider for that PSAP. In support of its position, Intrado references the fact that Verizon's witness could not identify what other services, other than call delivery, Verizon would provide to a PSAP once Intrado is the designated 9-1-1/E9-1-1 provider (*Id.* at 64 citing Tr. 168). In particular, Intrado notes that, once Intrado is designated as the 9-1-1/E9-1-1 service provider, Verizon will no longer provide selective

routing services, ALI database services, or database management services to a PSAP (*Id.* citing Intrado Ex. 1, at 13). Finally, Intrado asserts that the only entity that may control the parties' pricing actions is the Commission, through the enforcement of the applicable law, rules, and tariffs (*Id.* at 64).

Verizon considers Intrado's proposed language to be nothing more than an unwarranted attempt to restrict Verizon's ability to charge a PSAP for service that it continues to provide even when Intrado provides 9-1-1 services to that same PSAP. Verizon acknowledges that it does not have the ability to bill an entity for services that it does not provide. Further, it submits that nothing in the undisputed portions of Sections 2.3 and 2.4 would allow it to do otherwise. Verizon emphasizes that the agreed-upon language in Sections 2.3 and 2.4 pertains to the reservation of rights between Verizon and Intrado and does not impact any rights with respect to third parties. Verizon opines that any billing disputes between a PSAP and Verizon are not appropriate to be addressed in the context of the interconnection agreement between Intrado and Verizon (Initial Br. at 47 citing Verizon Ex. 1, at 83).

ISSUE 14 ARBITRATION AWARD

To the extent that the specific PSAP objects to the transporting of traffic by a particular 9-1-1/E9-1-1 emergency service provider, the Commission determines that the resulting dispute is limited to the PSAP and the 9-1-1/E9-1-1 service provider. It does not logically follow that the interconnection agreement that is the subject of this proceeding is the appropriate venue to address the aforementioned concern. Any issues with respect to the billing of services between a 9-1-1/E9-1-1 emergency service provider and a PSAP extend beyond the scope of this interconnection agreement and pertain to future disputes for which the potential PSAP complainant is not even a party to this proceeding. The rights of such PSAPs should be addressed within the specific agreements entered into between the PSAPs and the applicable 9-1-1/E9-1-1 provider.

Notwithstanding this determination, the Commission recognizes that the parties have agreed to language reflecting that nothing in this agreement shall be deemed to prevent Verizon or Intrado from billing rates or charges to a controlling 9-1-1 authority or PSAP under specified conditions. The only issue in dispute pertains to the following prefacing language: "To the extent permissible under the parties' tariffs. . ."

In considering the disputed language, this Commission points out that, regardless of the stated positions, the parties' ability to charge entities that are not parties to this agreement is controlled by the existing law and applicable tariffs for the company providing such services. To make it clear, neither party should expect to be able to bill any party in a manner contrary to either law or its approved tariffs. While the language proposed by Intrado attempts to express this principle, it does so imprecisely. Specifically, the Commission recognizes that one carrier's tariffs are not binding on another carrier.

Inasmuch as Intrado's proposed language could be construed to indicate otherwise, the Commission will amend Intrado's proposed language in Sections 2.3 and 2.4 of the 9-1-1 Attachment as follows: In Section 2.3, "the Parties' Tariffs" should be replaced by "Verizon's Tariffs" and in Section 2.4, "the Parties' Tariffs" should be replaced with "Intrado's Tariffs."

Issue 15 Should Intrado have the right to have the agreement amended to incorporate provisions permitting it to exchange traffic other than 9-1-1/E9-1-1 calls?

Intrado seeks to include the following language as part of the already agreed-upon language in §1.5 of the General Terms and Conditions:

> Notwithstanding the foregoing, the parties agree that: (a) Intrado may seek to offer telecommunications and local exchange services other than 9-1-1/E9-1-1 calls in the future; and (b) upon Intrado's request, the parties may amend this agreement as necessary to provide for the interconnection of the parties' networks pursuant to 47 U.S.C. §251(c)(2) for the exchange of traffic other than 9-1-1/E9-1-1 calls.

Intrado submits that its proposed language is necessary in the event that it obtains the necessary certification and decides to offer additional telephone exchange services (Initial Br. at 65 citing Intrado Ex. 1, at 36). In support of its position, Intrado explains that the negotiation and arbitration of interconnection agreements involves a significant amount of time and resources. Intrado posits that there is no reason for the parties to restart the arbitration process relative to provisions that have already been resolved by the parties or by the Commission (*Id.* citing Tr. 33). Intrado submits that its position is consistent with the FCC's determination that "any carrier attempting to arbitrate issues that have previously been resolved in an arbitration solely to increase another party's costs would be in violation of the duty to negotiate in good faith and could be subject to enforcement (*Id.* citing *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 19 FCC Rcd. 13494, ¶28 [2004]).

As further support for its position, Intrado represents that, consistent with the agreed-upon terms of the proposed interconnection agreement, any amendment to be made to the agreement will be subject to negotiations between the parties, dispute resolution before the Commission, and possibly arbitration before the Commission (*Id.* at 66, citing General Terms and Conditions §4.6). Finally, Intrado asserts that an order by the Commission modifying Intrado's status in Ohio would be considered a change in law affecting provisions of the agreement. Specifically, Intrado notes that the proposed interconnection agreement (General Terms and Conditions §4.6) considers the occurrence of a change in law as follows:

> If any legislative, regulatory, judicial, or other governmental decision, order, determination, or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a party hereunder, or the ability of a party to perform any material provision of this Agreement, the parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to confirm the Agreement to Applicable Law.

(*Id.* at 67).

Verizon considers Intrado's proposed language with respect to this issue to provide Intrado with the unilateral right to an amendment outside of the interconnection agreement's change of law provisions. Verizon opines that Intrado's position is incorrect inasmuch as the parties agreed to negotiate and arbitrate this interconnection agreement based largely on the fact that Intrado is seeking to provide only 9-1-1 related services to PSAPs. Therefore, Verizon submits that, absent a change in law affecting provisions of the interconnection agreement which would allow a party to request an amendment to the agreement, Intrado should not have a unilateral right to seek an amendment to the agreement. Based on the arguments raised by Intrado with respect to this issue, Verizon submits that if indeed a change in certification constitutes a change of law, there would be no need for Intrado's proposed language in §1.5 of the General Terms and Conditions.

To the extent that Intrado seeks to greatly expand the scope of the agreement, Verizon believes that Intrado should negotiate an entirely new agreement in which all of the provisions of the agreement will be at issue and the parties will be able to engage in fair and balanced negotiations of the interconnection agreement, trading off one provision against the other (Initial Br. at 48, 49 citing Verizon Ex. 1, at 83-85). In support of its position, Verizon highlights 47 CFR §51.809, which prohibits CLECs from being able to "pick and choose" favorable contract terms and conditions (*Id.* at 47).

ISSUE 15 ARBITRATION AWARD

Based on a review of the parties' stated positions, the Commission finds that Intrado's proposed language should be rejected. In reaching this determination, the Commission rejects Intrado's contention that an expansion of the company's certification constitutes a change in law subject to General Terms and Conditions §4.6. Specifically, the Commission highlights the fact that General Terms and Conditions §4.6 provides, in part, that:

> If any legislative, regulatory, judicial, or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the

> Parties shall promptly renegotiate in good faith in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law . . ..

Certainly, the expansion of Intrado's certification to now include competitive local exchange company authority in no way affects any material provision of this agreement, the rights or obligation of a party under the agreement, or the ability of a party to perform any material provision of this agreement. The expanded certification simply signifies new, additional services to be offered by Intrado. To the extent that Intrado seeks interconnection with respect to these new services, the Commission finds that Intrado must seek to renegotiate the interconnection in its entirety and not limit the negotiations/dispute resolution to just the single issue of the inclusion of the additional services. To do otherwise, the Commission would be allowing Intrado to unfairly benefit by not allowing for the parties' or the Commission's consideration of the all of the terms and conditions of the interconnection agreement in their entirety.

Consistent with this determination, the Commission notes that Rule 4901:1-7-07(B), O.A.C., provides that parties to an existing interconnection agreement may entertain bona fide requests for an interconnection arrangement, service, or unbundled network element that is subsequent to, unique, or in addition to an existing interconnection agreement and is to be added as an amendment to the underlying interconnection agreement to the extent that the parties can negotiate such an amendment. In the event that the parties cannot negotiate such an agreement, pursuant to Rule 4901:1-7-07(C)(2), a party may seek arbitration of a subsequent interconnection agreement. As such, all terms and conditions could be subject to arbitration.

Issue 16 Should the Verizon proposed term "a caller" be used to identify what entity is dialing 9-1-1, or should this term be deleted as proposed by Intrado?

Verizon proposes the following highlighted language be included as part of 9-1-1 Attach. §1.1.1:

> 9-1-1/E9-1-1 arrangements provide a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number, "9-1-1".

Verizon contends that its inclusion of "a caller" in 9-1-1 Attach. §1.1.1 is necessary in order in order to provide clarity regarding the fact that a Verizon customer, as the "caller," can reach PSAPs served by Intrado by dialing 9-1-1. In support of its position, Verizon states that its proposed language accurately describes the function of 9-1-1/E9-1-1 arrangements; specifically, the access that 9-1-1/E9-1-1 arrangements provide to a caller (Verizon Initial Br. at 49, 50 citing Verizon Ex. 1, at 85).

Intrado submits that there is no reason for the inclusion of a general description of which entity is dialing 9-1-1 (Intrado Initial Br. at 67 citing Intrado Ex. 2, at 61). Specifically, Intrado finds that the inclusion of "a caller" is too restrictive inasmuch as it would limit the 9-1-1 arrangement to fixed line subscriber dial tone and would not include the ability for 9-1-1 calls from wireless devices or interconnected VoIP providers to be able to be completed to Intrado PSAP customers (*Id.* citing Tr. 83, 169, 170).

ISSUE 16 ARBITRATION AWARD

Based on the record in this proceeding, the Commission determines that Verizon's proposed language should be deleted from the proposed agreement inasmuch as, rather than clarity, its inclusion will result in additional disputes. In reaching this determination, the Commission notes that the agreement itself fails to define the proposed term. Additionally, as reflected by the record in this case, any potential definition of this term could be quite broad in scope (*Id.*). Therefore, in order to avoid the creation of further disputed issues, the proposed language should be deleted. As a result, 9-1-1 Attach. §1.1.1 will read as follows:

> 9-1-1/E9-1-1 arrangements provide access to the appropriate PSAP by dialing a 3-digit universal telephone number, "9-1-1".

The deletion of "a caller" will have no adverse effect regarding the intent of this interconnection agreement to apply to the scenario in which Verizon customers terminate 9-1-1 calls to PSAPs served by Intrado. Instead, it would appear that the deletion of "a caller" will actually assist in reducing the potential for dispute between the parties inasmuch as it is an undefined term.

It is, therefore,

ORDERED, That Intrado and Verizon incorporate the directives set forth in this Arbitration Award within their final interconnection agreement. It is, further,

ORDERED, That, within thirty days of this Arbitration Award, Intrado and Verizon shall docket their entire interconnection agreement for review by the Commission, in accordance with the Rule 4901:1-7-09, O.A.C. If the parties are unable to agree upon an entire interconnection agreement within this time frame, each party shall file, for the Commission to review, its version of the language that should be used in a Commission-approved interconnection agreement. It is, further,

ORDERED, That, within ten days of the filing of the interconnection agreement, any party or other interested persons may file written comments supporting or opposing the proposed interconnection agreement language and that any party or other interested persons may file responses to comments within five days thereafter. It is, further,

ORDERED, That nothing in this Arbitration Award shall be binding upon this Commission in any subsequent investigation or proceeding involving the justness or reasonableness of any rate, charge, rule, or regulation. It is, further,

ORDERED, That this Arbitration Award does not constitute state action for the purpose of antitrust laws. It is not our intent to insulate any party to a contract from the provisions of any state or federal law that prohibits restraint of trade. It is, further,

ORDERED, That this docket shall remain open until further order of the Commission. It is, further,

ORDERED, That a copy of this Arbitration Award be served upon Intrado, Verizon, their respective counsel, and all interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Alan R. Schriber, Chairman

Paul A. Centolella

Ronda Hartman Fergus

Valerie A. Lemmie

Cheryl L. Roberto

JSA;geb

Entered in the Journal
JUN 24 2008

Renee J. Jenkins
Secretary