ATTACHMENT H

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

June 17, 2010

JUN 22 2010

A-2010-2173669

DIRECTOR REGULATORY COMPLIANCE
1601 DRY CREEK DRIVE
LONGMONT CP 80503

Joint Petition of Verizon Pennsylvania Inc. and Intrado Communications Inc. for Approval of an Interconnection Agreement Under Section 252(e) of the Telecommunications Act of 1996.

To Whom It May Concern:

This is to advise you that the Commission in Public Meeting on June 16, 2010 has adopted an Opinion and Order in the above entitled proceeding.

An Opinion and Order has been enclosed for your records.

Very truly yours,

Rosemary Chiavetta
Secretary

Encls
Cert. Mail
JF

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held June 16, 2010

Commissioners Present:

James H. Cawley, Chairman
Tyrone J. Christy, Vice Chairman
Wayne E. Gardner
Robert F. Powelson

Joint Petition of Verizon Pennsylvania Inc. and Intrado Communications Inc. for Approval of an Interconnection Agreement Under Section 252(e) of the Telecommunications Act of 1996.

A-2010-2173669

OPINION AND ORDER

BY THE COMMISSION:

Before the Commission for consideration is the Joint Petition filed by Verizon Pennsylvania Inc. (Verizon) and Intrado Communications Inc. (Intrado) requesting approval of an Interconnection Agreement (Agreement). The Agreement was filed pursuant to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (codified as amended in scattered sections of Title 47, United States Code) (TA-96), including 47 U.S.C. §§ 251, 252, and 271, and the Commission's Orders in *In Re: Implementation of the Telecommunications Act of 1996*, Docket No. M-00960799 (Order entered June 3, 1996); Order on Reconsideration entered September 9, 1996; see also *Proposed Modifications to the Review of Interconnection Agreements* (Order entered May 3, 2004) (*Implementation Orders*).

History of the Proceeding

On April 29, 2010, Verizon and Intrado filed the instant Joint Petition for approval of an Interconnection Agreement for network interconnection to allow the customers of each Party to complete local calls to the customers of the other Party within the local calling area of Verizon, and to fulfill the Parties' needs to terminate Local Traffic and Local Internet Traffic. The Commission published notice of the Joint Petition and Agreement in the *Pennsylvania Bulletin* on May 15, 2010, advising that any interested parties could file comments within ten days. No comments have been received.

The Agreement was effective as of March 29, 2010, and unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until December 31, 2011 (the Initial Term). Thereafter, the Agreement shall continue in force and effect unless and until cancelled or terminated as provided in the Agreement. Under the Agreement, either Party may terminate the Agreement effective upon the expiration of the Initial Term or upon any date after expiration of the Initial Term by providing written notice of termination at least ninety days in advance of the termination.

In the Joint Petition before us, Verizon is the Incumbent Local Exchange Carrier (ILEC). Intrado is authorized to provide local exchange service in parts of Pennsylvania.[1] The Agreement applies solely to the geographic territory in which Verizon operates as an ILEC.

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[1] We note that regardless of the types of services covered by this Interconnection Agreement, it would be a violation of the Public Utility Code, 66 Pa. C.S. §§ 101, *et seq.* if Intrado began offering services or assessing surcharges to end users which it has not been authorized to provide and for which tariffs have not been authorized.

Discussion

A. Standard of Review

The standard for review of a negotiated interconnection agreement is set out in Section 252(e)(2) of TA-96, 47 U.S.C. § 252(e)(2). Section 252(e)(2) provides in pertinent part, that:

> (2) Grounds for rejection. The state commission may only reject—
>
> (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that –
>
> (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
>
> (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity. . . .

With these criteria in mind, we shall review the Agreement submitted by Verizon and Intrado.

B. Summary of Terms

The Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection and the exchange of Indirect Traffic and Direct Traffic with the other's network.

The Agreement also contains a Glossary as well as five attachments: an Additional Services Attachment, a Network Elements Attachment, a Collocation Attachment, a 911 Attachment and a Pricing Attachment with Appendix A.

The Additional Services Attachment contained in the Agreement details procedures pertaining to directory listing and distribution; operations support systems services; poles, ducts, conduits and rights-of-way and unauthorized carrier change charges.

Terms of the Network Elements Attachment include Verizon's provision of network elements; loop transmission types; line splitting and sharing; sub-loops; dark fiber transport, network interface device, dedicated transport, operations support systems; availability of other network elements on an unbundled basis; maintenance of network elements; combinations, commingling and conversions; and routine network modifications as well as rates and charges.

The Collocation Attachment details Verizon's methods for provisioning of collocation.

Intrado may, in accordance with applicable law, interconnect to the Verizon 911/E-911 Tandem Offices/Selective Routers or Verizon Interface points. Verizon will designate interface points where Intrado may interconnect with Verizon for the transmission and routing of 911/E-911 calls to all subtending PSAPs that serve the areas in which Intrado provides telephone exchange services.

The Pricing Attachment indicates that the Charges that Intrado bills Verizon for Intrado's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that Intrado's cost to provide such Intrado Services to

Verizon exceeds the Charges for Verizon's comparable Services and Intrado has demonstrated such costs to Verizon or to the Commission or the FCC.

C. Disposition

We shall approve the Agreement, finding that it satisfies the two-pronged criteria of Section 252(e) of TA-96. We note that in approving this privately negotiated Agreement, we express no opinion regarding the enforceability of our independent state authority preserved by 47 U.S.C. § 251(d)(3) and any other applicable law.

We shall minimize the potential for discrimination against other carriers not parties to the Agreement by providing here that our approval of this Agreement shall not serve as precedent for agreements to be negotiated or arbitrated by other parties. This is consistent with our policy of encouraging settlements. 52 Pa. Code § 5.231; *see also*, 52 Pa. Code § 69.401 *et seq*., relating to settlement guidelines, and our Statement of Policy relating to the Alternative Dispute Resolution Process, 52 Pa. Code § 69.391 *et seq*. On the basis of the foregoing, we find that the Agreement does not discriminate against other telecommunications carriers not parties to the negotiations.

TA-96 requires that the terms of the Agreement be made available for other parties to review. 47 U.S.C. § 252(h). However, this availability is only for purposes of full disclosure of the terms and arrangements contained therein. The accessibility of the Agreement and its terms to other parties does not connote any intent that our approval will affect the status of negotiations between other parties. In this context, we will not require Verizon and Intrado to embody the terms of the Agreement in a filed tariff.

With regard to the public interest element of this matter, we note that no negotiated interconnection agreement may affect those obligations of the ILEC in the areas of protection of public safety and welfare, service quality, and the rights of

consumers. (*See, e.g.*, Section 253(b)). This is consistent with TA-96 and with Chapter 30 of the Public Utility Code, wherein service quality and standards, *i.e.*, universal service, 911, Enhanced 911, and Telecommunications Relay Service, are inherent obligations of the local exchange company and continue unaffected by a negotiated agreement. We have reviewed the Agreement's terms relating to 911 and E911 services and conclude that these provisions of the Agreement are consistent with the public interest.

Before concluding, we note that the Joint Petitioners have filed a signed, true and correct copy of the Agreement as part of their Joint Petition. The Commission's Secretary's Bureau has published an electronic copy of the Agreement to the Commission's website prior to publishing notice of the Agreement in the *Pennsylvania Bulletin*. Consistent with our May 3, 2004 Order at Docket No. M-00960799, since we will approve the Agreement without any modifications, as filed, we will not require the Joint Petitioners to file an electronic copy of the Agreement after the entry of this Opinion and Order.

Conclusion

Based on the foregoing and pursuant to Section 252(e) of TA-96 and our *Implementation Orders,* we determine that the Agreement between Verizon and Intrado is non-discriminatory to other telecommunications companies not party to it and that it is consistent with the public interest; **THEREFORE,**

IT IS ORDERED:

1. That the Joint Petition for approval of an Interconnection Agreement filed on April 29, 2010, by Verizon Pennsylvania Inc. and Intrado Communications Inc., pursuant to the Telecommunications Act of 1996 and the Commission's Orders in *In Re:*

Implementation of the Telecommunications Act of 1996, Docket No. M-00960799 (Order entered June 3, 1996); *Order on Reconsideration* (Order entered September 9, 1996); and *Proposed Modifications to the Review of Interconnection Agreements* (Order entered May 3, 2004) is granted consistent with this Opinion and Order.

2. That approval of the Interconnection Agreement shall not serve as binding precedent for negotiated or arbitrated agreements between non-parties to the Interconnection Agreement.

3. That this matter be marked closed.

BY THE COMMISSION,

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: June 16, 2010

ORDER ENTERED: **June 17 2010**