

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida, pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, F.A.C.

DOCKET NO. 070736-TP
ORDER NO. PSC-08-0400-PHO-TP
ISSUED: June 17, 2008

Pursuant to Notice and in accordance with Rule 28-106.209, Florida Administrative Code (F.A.C.), a Prehearing Conference was held on June 16, 2008 in Tallahassee, Florida, before Commissioner Lisa Polak Edgar, as Prehearing Officer.

APPEARANCES:

FLOYD SELF, ESQUIRE, Messer, Caparello & Self, P.A., 2618 Centennial Place, Tallahassee, Florida 32308, CHÉRIE R. KISER and ANGELA F. COLLINS, ESQUIRES, Cahill Law Firm, 1990 K Street N.W., Suite 950, Washington, D.C. 20006, and REBECCA BALLESTEROS, ESQUIRE, Associate Counsel, Intrado Communications, Inc., 1601 Dry Creek Drive, Longmont, Colorado 80503
On behalf of Intrado Communications, Inc. (INTRADO COMM).

PHILLIP CARVER, TRACY HATCH, and MANUEL A. GURDIAN, ESQUIRES, AT&T Florida, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301
On behalf of BellSouth Telecommunications, Inc. d/b/a AT&T (ATT).

T. LEE ENG TAN, Esquire, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850
On behalf of the Florida Public Service Commission (Staff).

PREHEARING ORDER

I. CASE BACKGROUND

On December 21, 2007, Intrado Communications, Inc. (Intrado Comm) filed a Petition for Arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida (AT&T), pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13),

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120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, Florida Administrative Code (F.A.C.). On January 15, 2008, AT&T filed its Response to Intrado Comm's Petition for Arbitration.

On January 15, 2008, AT&T filed a Motion to Dismiss or, In the Alternative, To Hold In Abeyance, Intrado Comm's Petition for Arbitration. On February 14, 2008, AT&T filed a Notice of Withdrawal of Motion to Dismiss or, In the Alternative, To Hold In Abeyance. An issue identification was held on March 6, 2008. Pursuant to Intrado Comm's Petition, this matter has been scheduled for an administrative hearing on July 10, 2008.

The parties have resolved the following issues: 7b, 8b, 11-12, 14a-b, 16, 17a-b, 19, 21, 26, 27a-b, 28, 30a-b, 31, and 32.

II. CONDUCT OF PROCEEDINGS

Pursuant to Rule 28-106.211, F.A.C., this Prehearing Order is issued to prevent delay and to promote the just, speedy, and inexpensive determination of all aspects of this case.

III. JURISDICTION

This Commission is vested with jurisdiction over the subject matter by the provisions of Chapter 364, Florida Statutes (F.S.). This hearing will be governed by said Chapter and Chapters 25-4, 25-22, 25-24 and 28-106, Florida Administrative Code, as well as any other applicable provisions of law.

IV. PROCEDURE FOR HANDLING CONFIDENTIAL INFORMATION

Information for which proprietary confidential business information status is requested pursuant to Section 119.07(1), F.S., and Rule 25-22.006, F.A.C., shall be treated by the Commission as confidential. The information shall be exempt from Section 119.07(1), F.S., pending a formal ruling on such request by the Commission or pending return of the information to the person providing the information. If no determination of confidentiality has been made and the information has not been made a part of the evidentiary record in this proceeding, it shall be returned to the person providing the information. If a determination of confidentiality has been made and the information was not entered into the record of this proceeding, it shall be returned to the person providing the information within the time period set forth in Section 364.183, F.S.. The Commission may determine that continued possession of the information is necessary for the Commission to conduct its business.

It is the policy of this Commission that all Commission hearings be open to the public at all times. The Commission also recognizes its obligation pursuant to Section 364.183, F.S., to protect proprietary confidential business information from disclosure outside the proceeding. Therefore, any party wishing to use any proprietary confidential business information, as that term is defined in Section 364.183, F.S., at the hearing shall adhere to the following:

- (1) When confidential information is used in the hearing, parties must have copies for the Commissioners, necessary staff, and the court reporter, in red envelopes clearly marked with the nature of the contents and with the confidential information highlighted. Any party wishing to examine the confidential material that is not subject to an order granting confidentiality shall be provided a copy in the same fashion as provided to the Commissioners, subject to execution of any appropriate protective agreement with the owner of the material.
- (2) Counsel and witnesses are cautioned to avoid verbalizing confidential information in such a way that would compromise confidentiality. Therefore, confidential information should be presented by written exhibit when reasonably possible.

At the conclusion of that portion of the hearing that involves confidential information, all copies of confidential exhibits shall be returned to the proffering party. If a confidential exhibit has been admitted into evidence, the copy provided to the court reporter shall be retained in the Office of Commission Clerk's confidential files. If such material is admitted into the evidentiary record at hearing and is not otherwise subject to a request for confidential classification filed with the Commission, the source of the information must file a request for confidential classification of the information within 21 days of the conclusion of the hearing, as set forth in Rule 25-22.006(8)(b), F.A.C., if continued confidentiality of the information is to be maintained.

V. PREFILED TESTIMONY AND EXHIBITS; WITNESSES

Testimony of all witnesses to be sponsored by the parties (and Staff) has been prefiled and will be inserted into the record as though read after the witness has taken the stand and affirmed the correctness of the testimony and associated exhibits. All testimony remains subject to timely and appropriate objections. Upon insertion of a witness' testimony, exhibits appended thereto may be marked for identification. Each witness will have the opportunity to orally summarize his or her testimony at the time he or she takes the stand. Summaries of testimony shall be limited to five minutes.

Witnesses are reminded that, on cross-examination, responses to questions calling for a simple yes or no answer shall be so answered first, after which the witness may explain his or her answer. After all parties and Staff have had the opportunity to cross-examine the witness, the exhibit may be moved into the record. All other exhibits may be similarly identified and entered into the record at the appropriate time during the hearing.

The Commission frequently administers the testimonial oath to more than one witness at a time. Therefore, when a witness takes the stand to testify, the attorney calling the witness is directed to ask the witness to affirm whether he or she has been sworn.

VI. ORDER OF WITNESSES

<u>Witness</u>	<u>Proffered By</u>	<u>Issues #</u>
Carey Spence-Lenss*	INTRADO COMM	1(A), 1(B), 1(C), 1(D), 2, 25, AND 25(A)
Cynthia Clugy*	INTRADO COMM	6, 9, 10, 13(A), 13(B), 15, 18(A), 18(B), 20, 22, 23, 24, 35, AND 36
Thomas Hicks*	INTRADO COMM	1(A), 1(B), 1(D), 3(A), 3(B), 4(A), 4(B), 4(C), 5(A), 5(B), 6, 7(A), 8(A), 8(B), 29(A), 29(B), 33, 34(A) AND 34(B)
John Melcher**	INTRADO COMM	3(A) AND 3(B)
Patricia H. Pellerin*	AT&T	1, 2, 3(b), 7(b), 9, 11-16, 24, 25(a), 29, 31, 32, 34 and 36
Mark Neinast*	AT&T	3-10, 30

* Direct and Rebuttal

** Rebuttal Only

VII. BASIC POSITIONS

INTRADO COMM:

Intrado Comm is authorized as a competitive local exchange carrier (“CLEC”) by this Commission to provide regulated telecommunications services (*i.e.*, 911 selective routing, switching, aggregation, and transport). Intrado Comm’s Intelligent Emergency Network® enables the public safety community to transcend the existing limitations of the nation’s legacy 911 infrastructure. The Intrado Comm 911/E911 service offering will make new applications and services available to public safety answering points (“PSAPs”) and other public safety entities, which will increase their efficiency and effectiveness in responding to emergency calls.

The demand for competitive E911 services is growing. Despite the significant number of competitive providers in the local exchange market, competitive choices for the public safety community do not exist today. Intrado Comm seeks to change that. Relying on the innovative Intelligent Emergency Network®, Intrado Comm will provide 911 services to Florida PSAPs, which will enable voice, data, streaming media capabilities, and many other new and innovative services and features. The Intelligent Emergency Network® will extend the usefulness of the existing 911 infrastructure to handle numerous 911 call types regardless of technology – wireline, wireless, Internet telephony, and other technologies in use today. It is designed to be dynamic and recognizes that all

911 calls are not and will not be relayed by the caller in the same way in light of existing and future technologies.

As a competitive provider of telecommunications services, Intrado Comm is entitled to interconnect its network with the networks of incumbent local exchange carriers ("ILECs") currently offering 911 services pursuant to the framework established by Sections 251 and 252 of the Communications Act of 1934, as amended ("Act"), and the applicable provisions of Florida law. These sections of the Act were designed specifically to promote the type of interconnection Intrado Comm seeks – to facilitate the interconnection and interoperability of competing local networks. In order to provide its competitive 911/E911 services in Florida, Intrado Comm must interconnect its network with the incumbent providers that have connections with and provide services to PSAPs and other end users. Interconnection, at a minimum, will allow AT&T's end users to reach Intrado Comm's end users and vice versa. In the emergency services context, interconnection will permit the 911 caller, including the caller's information, to reach the appropriate PSAP. Interconnection pursuant to Section 251(c) of the Act is the only way to address the uneven bargaining power that exists between competitors and monopoly incumbents.

AT&T:

There are 36 identified issues in this arbitration proceeding (57 including all subissues). Nineteen of these issues have been resolved.¹ The Commission's consideration of the remaining issues should focus first on the threshold issues that have the potential to resolve most or all of the currently open issues. These are Issue 1 and Issue 2.

Issue 1 (a and b) raises the question of whether Intrado is providing, or intends to provide, services that are within the proper scope of an Interconnection Agreement pursuant to Section 251(c) of the Telecommunications Act. AT&T Florida submits that Intrado's intended emergency service offerings do not constitute telephone exchange service or exchange access. Therefore, these services are not properly encompassed within a § 251 Interconnection Agreement. Instead, Intrado may obtain the wholesale services it requires through non-251 commercial agreements and/or tariffed AT&T Florida offerings. Accordingly, the Commission should find in AT&T Florida's favor on Issue 1 and deny Intrado's entire request for an Interconnection Agreement.

Even if the Commission determines that Intrado is entitled to an Interconnection Agreement pursuant to § 251, Issue 2 still provides the means to resolve all or part of 25 of the remaining open issues. AT&T Florida offered Intrado as the starting point for negotiations a template agreement for use in its 9 state Southeast region (which was formerly BellSouth). This template accommodates the unique state-

¹ The resolved issues are 7(b), 8(b), 11, 12, 14(a), 14(b), 16, 17(a), 17(b), 19, 21, 26, 27(a), 27(b), 28, 30(a), 30(b), 31 and 32.

specific legal and regulatory requirements for each of the states in the Southeast region, including Florida. This agreement also reflects the technical and operational requirements and capabilities of the regional network. Nevertheless, Intrado has demanded the use of the generally inapplicable template Agreement that AT&T uses in the 13 states outside of its Southeast Region. The Commission should order the use of the 9 state template Agreement.

Use of the 9 state agreement will obviate the need for further consideration of 15 identified issues, and will also partially resolve 7 other issues. Specifically, for four of these issues, Intrado has raised disputes over language in the thirteen state Agreement that does not appear in the nine state Agreement. These include all of issues 13(b), 15, 34(c) and 34(b). The use of the nine state agreement would also avoid disputes over certain language included in, and partially resolve, Issues 3(b), 4(b), 4(c), 7(a), 9, 13(a) and 29(a). Also, there are 11 issues that arise solely in the context of the 13 State Agreement for which there are no substantive disputes. That is, the parties have agreed to language (in the context of negotiations in Ohio) relating to these issues for use in the 13 State Agreement. Thus, the Commission's decision on Issue 2 will necessarily resolve these issues. If the Commission orders the use of the 9 state agreement, these issues are moot because the 9 state template does not include this previously disputed language in the 13 State Agreement. Even if the Commission orders the use of the 13 State Agreement, because this previously disputed language in the 13 State Agreement has already been resolved, no further action is required. These include issues 18(a), 18(b), 20, 22, 23, 25(a), 25(b), 25(c), 25(d), 33 and 35.

If the Commission orders the use of the 9 state Agreement, only a handful of technical issues will remain to be resolved. In these remaining technical issues, there is an overriding dispute concerning Intrado's approach to its cost to provide service. Specifically, AT&T Florida believes that Intrado should bear the costs it causes, just as it would if it were obtaining wholesale inputs to its emergency services outside of the context of a 251 Interconnection Agreement. Intrado, however, has repeatedly attempted to misuse Section 251 as a means to obtain a one-sided and inequitable agreement that would shift to AT&T Florida Intrado's costs of doing business. The Commission should reject this effort.

STAFF: Staff's positions are preliminary and based on materials filed by the parties and on discovery. The preliminary positions are offered to assist the parties in preparing for the hearing. Staff's final positions will be based upon all the evidence in the record and may differ from the preliminary positions.

VIII. ISSUES AND POSITIONS

ISSUE 1(A): WHAT SERVICE(S) DOES INTRADO CURRENTLY PROVIDE OR INTENDS TO PROVIDE IN FLORIDA?

INTRADO

COMM:

At this time, Intrado Comm intends to provide a telephone exchange service to PSAPs and other public safety agencies in Florida. This competitive 911 service offering is similar to the telephone exchange communication service currently offered by AT&T to PSAPs in Florida via AT&T's retail tariff. The Intrado Comm Intelligent Emergency Network[®] will enable Intrado Comm to provide a competitive local exchange service that is purchased by PSAPs so they can receive, process, and respond to calls to 911 placed by consumers of wireline, wireless, and IP-based communication services. In the future, Intrado Comm will likely provide other types of local exchange services in Florida.

AT&T:

Intrado Comm only provides or intends to provide emergency services to PSAPs, not telephone exchange service or exchange access.

STAFF:

Staff has no position at this time.

ISSUE 1(B): OF THE SERVICES IDENTIFIED IN (A), FOR WHICH, IF ANY, IS AT&T REQUIRED TO OFFER INTERCONNECTION UNDER SECTION 251(C) OF THE TELECOMMUNICATIONS ACT OF 1996?

INTRADO

COMM:

To provide its 911 service offering to PSAPs, Intrado Comm must interconnect with the public switched telephone network so that AT&T's end users can reach Intrado Comm's end users and vice versa. Similar to the way in which AT&T classifies its service, the service Intrado Comm intends to provide to PSAPs is a telephone exchange service, and Intrado Comm is entitled to interconnection under Section 251(c) of the Act to provide its service. The Federal Communications Commission ("FCC") has defined "interconnection" as the linking of two networks for the mutual exchange of traffic. Intrado Comm seeks to link its network with AT&T's network for the mutual exchange of traffic between the Parties' end users. Intrado Comm is entitled to all interconnection arrangements available under Section 251(c), the FCC's rules, and related law. 911/E911 services cannot be provided without interconnection to the public switched telephone network ("PSTN"). And while E911 services may contain an information service component (such as the Automatic Location Information ("ALI") function), the comprehensive 911 service offered to PSAPs by incumbents today, and the Intrado Comm 911 service soon to be provided, are telecommunications services and treated as telephone exchange services under the law and as evidenced by incumbent local exchange carrier tariffs. The interoperability of competing local exchange networks in the manner proposed by Intrado Comm in this proceeding is a keystone of the local competition provisions that Sections 251 and 252 of the Act were designed to facilitate.

AT&T: None. AT&T Florida is only obligated to offer Section 251(c) interconnection for telephone exchange service and exchange access.²

STAFF: Staff has no position at this time.

ISSUE 1(C): OF THE SERVICES IDENTIFIED IN (A), FOR WHICH, IF ANY, SHOULD RATES APPEAR IN THE ICA?

INTRADO

COMM: As a telecommunications carrier offering telephone exchange services, Intrado Comm is entitled to interconnection facilities and unbundled network elements (“UNEs”) at cost-based rates established pursuant to the process set forth in Sections 251 and 252 of the Act. Intrado Comm’s interconnection agreement with AT&T should include a pricing appendix that sets forth the prices to be charged by AT&T for services, functions, and facilities to be purchased in connection with the Parties’ interconnection arrangements in Florida. Intrado Comm has proposed similar rates to govern AT&T’s interconnection to Intrado Comm’s Intelligent Emergency Network®, such as port termination charges. The charges proposed by Intrado Comm are similar to the entrance facility and port charges imposed by AT&T on competitors for interconnection to AT&T’s network.

AT&T: None. See part (b).

STAFF: Staff has no position at this time.

ISSUE 1(D): FOR THOSE SERVICES IDENTIFIED IN 1(C), WHAT ARE THE APPROPRIATE RATES?

INTRADO

COMM: As a telecommunications carrier offering telephone exchange services, Intrado Comm is entitled to interconnection facilities and unbundled network elements (“UNEs”) at cost-based rates established pursuant to the process set forth in Sections 251 and 252 of the Act. Intrado Comm’s interconnection agreement with AT&T should include a pricing appendix that sets forth the prices to be charged by AT&T for services, functions, and facilities to be purchased in connection with the Parties’ interconnection arrangements in Florida. Intrado Comm has proposed similar rates to govern AT&T’s interconnection to Intrado

² As set forth in AT&T Florida’s position statement on Issue 1, Intrado Comm is not entitled to a Section 251 interconnection agreement for any services other than for telephone exchange service and exchange access. If the Commission finds in AT&T Florida’s favor on Issue 1, the majority of the remaining issues are moot. For purposes of brevity, AT&T Florida will not repeat its position that Intrado Comm is not entitled to a 251 interconnection agreement in each of the remaining position statements, but this argument is reserved.

Comm's Intelligent Emergency Network®, such as port termination charges. The charges proposed by Intrado Comm are similar to the entrance facility and port charges imposed by AT&T on competitors for interconnection to AT&T's network.

AT&T: Not applicable. Nevertheless, AT&T Florida's rates are included in its ICA rate tables and/or its tariffs. Intrado proposes in the 13-state Pricing § 1.1 to include its own rate table, which is based on Intrado's commercial service offering. Generally, Intrado's ICA rates to AT&T Florida should not exceed AT&T Florida's ICA rates to Intrado for reciprocal services.

STAFF: Staff has no position at this time.

ISSUE 2: **IS AT&T'S 9-STATE TEMPLATE INTERCONNECTION AGREEMENT THE APPROPRIATE STARTING POINT FOR NEGOTIATIONS? IF NOT, WHAT IS?**

**INTRADO
COMM:**

No, AT&T's 9-state template interconnection agreement is not the appropriate starting point for negotiations. Rather, Intrado Comm seeks to utilize the interconnection agreement template that the Parties have spent significant time reviewing, negotiating, and revising in connection with their Ohio negotiations. Like many providers, Intrado Comm is seeking consistent and uniform operating procedures and processes throughout ILEC regions. Intrado Comm has designed a national network, not a cobbled together network that varies by state or region. Thus, Intrado Comm's interconnection needs are consistent across the nation. An interconnection agreement based on one uniform template minimizes potential disputes and disagreements between the Parties because there is only one set of terms and conditions governing the Parties' relationship throughout the nation. In addition, using a single comprehensive agreement reduces the expense and time of negotiating multiple agreements to govern the same types of services. The Parties have already negotiated and reached agreement on many of the outstanding issues before this Commission, and AT&T has provided no valid reason for not continuing to use that set of documents in Florida. Intrado Comm understands that billing systems, unbundled network elements, pricing, and performance standards may differ by state. Despite repeated requests, AT&T has provided no reason, technical infeasibility or otherwise, for not using in Florida the documents the Parties have negotiated and agreed to use in Ohio. Intrado Comm has no obligation to negotiate an interconnection agreement based on the templates produced by AT&T. Nonetheless, Intrado Comm has agreed to negotiate an agreement starting with an AT&T template in hopes of reaching a mutually beneficial agreement more rapidly. In other proceedings before this Commission, AT&T has argued that it seeks to achieve uniformity across its 22-

state operating territory. Apparently, uniformity across the 22-state region is desirable, but only when it benefits AT&T.

AT&T: Yes. AT&T's 9-state template was specifically designed for CLEC ICAs in the 9-state (former BellSouth) territory. The 9-state template is based on the network architecture and systems in use in the 9-state territory and includes the unique state specific legal/regulatory requirements, network, technical, operational, operations support systems, policies, etc. for the former BellSouth region. In contrast, the 13-state template, which was designed for CLEC ICAs in AT&T's 13-state (former SBC) territory, does not address the network configuration or systems in use in Florida. A decision by the Commission that the parties utilize the 13-state template in Florida would require additional months to assess and would give rise to numerous additional issues that are as yet unidentified.

STAFF: Staff has no position at this time.

ISSUE 3(A): WHAT TRUNKING AND TRAFFIC ROUTING ARRANGEMENTS SHOULD BE USED FOR THE EXCHANGE OF TRAFFIC WHEN INTRADO IS THE DESIGNATED 911/E911 SERVICE PROVIDER?

**INTRADO
COMM:**

The optimal way for carriers to route their traffic to the appropriate 911 service provider is to establish direct and redundant trunk configurations from originating offices to multiple, diverse 911 network access points. This would require the carrier to sort its calls at the originating switch, and deliver the calls to the appropriate 911 routing system over diverse and redundant facilities (this technique is known as "Line Attribute Routing"). This trunk and transport configuration minimizes the switching points, which reduces the potential for failure arising from the introduction of additional switching points into the call delivery process. Also, should one path be unable to complete the call, the presence of an alternative diverse facility greatly enhances the ability for the emergency call to be delivered to the PSAP. There is no reason for AT&T to switch a 911 call at its selective router when it is not the 911/E911 service provider for the PSAP. This unnecessary switching introduces another potential point of failure in the 911 call path. Selective routing should only happen at the selective router of the carrier serving the PSAP. There are means for AT&T to sort its 911 calls to ensure the call is directed to the appropriate PSAP served by another E911 service provider; however, its solution to use its 911 selective routing infrastructure to sort the calls and place those calls on a single common trunk group creates numerous parity issues and presents unnecessary additional risk for those AT&T subscribers subject to such inefficient switching.

AT&T: When Intrado is the designated 911/E911 Service Provider, there are two general scenarios that may occur: 1) AT&T Florida will establish direct end office 911

trunk groups to the Intrado Selective Router (SR) for wire centers that are not split between PSAP jurisdictions; and 2) AT&T Florida will establish SR-SR trunk groups for wire centers that are split between PSAP jurisdictions. The AT&T Florida E911 systems that are in place today are among the best in the industry at providing reliable E911 service with accurate automatic location identification (ALI). Intrado's insistence that AT&T Florida should re-engineer its network in a way that would severely compromise network reliability in order to reduce Intrado's cost of doing business should be rejected. (*See also* Issue 5a.)

STAFF: Staff has no position at this time.

ISSUE 3(B): WHAT TRUNKING AND TRAFFIC ROUTING ARRANGEMENTS SHOULD BE USED FOR THE EXCHANGE OF TRAFFIC WHEN AT&T IS THE DESIGNATED 911/E911 SERVICE PROVIDER?

**INTRADO
COMM:**

The optimal way for carriers to route their traffic to the appropriate 911 service provider is to establish direct and redundant trunk configurations from originating offices to multiple, diverse 911 network access points. This would require the carrier to sort its calls at the originating switch, and deliver the calls to the appropriate 911 routing system over diverse and redundant facilities (this technique is known as "Line Attribute Routing"). This trunk and transport configuration minimizes the switching points, which reduces the potential for failure arising from the introduction of additional switching points into the call delivery process. Also, should one path be unable to complete the call, the presence of an alternative diverse facility greatly enhances the ability for the emergency call to be delivered to the PSAP. There is no reason for AT&T to switch a 911 call at its selective router when it is not the 911/E911 service provider for the PSAP. This unnecessary switching introduces another potential point of failure in the 911 call path. Selective routing should only happen at the selective router of the carrier serving the PSAP. There are means for AT&T to sort its 911 calls to ensure the call is directed to the appropriate PSAP served by another E911 service provider; however, its solution to use its 911 selective routing infrastructure to sort the calls and place those calls on a single common trunk group creates numerous parity issues and presents unnecessary additional risk for those AT&T subscribers subject to such inefficient switching.

AT&T: When AT&T Florida is the designated 911/E911 Service Provider, AT&T Florida expects to offer reciprocal trunk group arrangements necessary to provide reliable 911/E911 service to Intrado's end user local exchange customers (if there are any). The language disputed in the General Terms and Conditions ("GTC") does not exist if the 9-state template is used. If the 13 state ICA is used, AT&T Florida's language in GTC Section 44.6.1.2 sets forth the 911 requirements applicable to Intrado in the event it offers either terminating-only service (Section

44.6.1.2.1) and/or subsequently offers voice service (Sections 44.6.1.2.2-44.6.1.2.4) to end users. If Intrado never offers its customers the ability to dial 911, then this language will never apply. However, AT&T Florida's language is appropriate for Intrado and should be adopted because the ICA will contain terms and conditions for Intrado to offer local exchange service, including the ability to dial 911, during the term of the agreement. Moreover, inclusion of this language is necessary in the event another carrier (that is a data-only provider) adopts this ICA.

STAFF: Staff has no position at this time.

ISSUE 4: **WHAT TERMS AND CONDITIONS SHOULD GOVERN POINTS OF INTERCONNECTION (POIS) WHEN:**

(A): INTRADO IS THE DESIGNATED 911/E911 SERVICE PROVIDER?

(B): AT&T IS THE DESIGNATED 911/E911 SERVICE PROVIDER?

(C): INTRADO REQUESTS THE USE OF A MID-SPAN MEET POINT?

**INTRADO
COMM:**

(A) Intrado Comm is proposing a physical interconnection arrangement that is similar to that used by ILECs today. Intrado Comm's proposed language would permit AT&T to use any method to transport its end users' 911 calls to Intrado Comm's network while ensuring that AT&T does not engage in switching the call at a central office other than its originating office prior to delivering its traffic to the equivalent of Intrado Comm's selective router. Intrado Comm seeks to mirror the type of interconnection arrangements that AT&T has used historically with other ILECs and non-competing CLECs who are required to bring 911/E911 traffic to the entity serving the PSAP. Unless the Parties have established that it is technically infeasible to segregate end user 911 calls at the end office for delivery to the appropriate designated 911 service provider, there is no reason for 911/E911 calls to be delivered to any other location than the relevant selective router/911 tandem that is connected to the PSAP for the geographic area in which the 911/E911 caller is located. Where AT&T serves as the 911/E911 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 end user PSAPs to which AT&T provides 911/E911 services.

(B) Intrado Comm generally agrees with AT&T that the POI for 911/E911 traffic should be at AT&T's selective router when AT&T is the designated 911/E911 service provider. But Intrado Comm opposes the inclusion of specific language in the interconnection agreement requiring the POI to be located at the selective

router. When the Parties are exchanging non-911 service traffic, Section 251 of the Act and the FCC's rules implementing the statute provide Intrado Comm the right to designate a single POI at any technically feasible location on AT&T's network. AT&T is not permitted to dictate the POIs that Intrado Comm may use to exchange traffic with AT&T. For example, AT&T may not require Intrado Comm to interconnect at multiple points within a LATA. In addition, each carrier is required to bear the costs of delivering its originating traffic to the POI designated by Intrado Comm. Under Section 251, however, a competitor can agree to more than one point, but it cannot be compelled to go to do so.

(C) If the Parties were to interconnect for the exchange of non-911 traffic using a mid-span meet point, the Parties should negotiate a point at which one carrier's responsibility for service ends and the other carrier's begins and each Party would pay its portion of the costs to reach the mid-span meet point. The FCC has determined that both the ILEC and the new entrant "gains value" from the use of a mid-span meet to exchange traffic and thus each Party to the arrangement should bear its portion of the economic costs of the arrangement. Each carrier is required to build to the mid-span meet point even if the ILEC is required to build out facilities to reach that point. The meet point can be any location between the Parties' networks and does not need to be at the locations specified by AT&T. As determined by the FCC, any meet point would be considered to be on AT&T's network. Intrado Comm's proposed language reflects these concepts.

AT&T:

(A) Federal rules require the POI to be established on the incumbent LEC's network. Because this is 911 traffic and not local exchange or exchange access traffic, when Intrado is designated 911/E911 service provider, Intrado will need to establish a POI within AT&T Florida's network at the most economical and efficient location to provide service to a PSAP. This location is AT&T Florida's Selective Router (SR) location.

(B) Intrado will need to establish a POI within AT&T Florida's network at the most economical and efficient location to provide service to a PSAP, which is at AT&T Florida's Selective Router (SR) location.

(C) The Parties should interconnect at AT&T Florida's selective router location, not at some other point to be dictated by Intrado. (*See also* Issue 4b.) The language disputed in NIM does not exist if the 9-state template is used.

STAFF:

Staff has no position at this time.

ISSUE 5(A): SHOULD SPECIFIC TERMS AND CONDITIONS BE INCLUDED IN THE ICA FOR INTER-SELECTIVE ROUTER TRUNKING? IF SO, WHAT ARE THE APPROPRIATE TERMS AND CONDITIONS?

INTRADO

COMM:

Yes for 5(a) and 5(b). As in any competitive telecommunications market, interoperability between a competitor's network and the incumbent's is needed to ensure customers of each Party can make and receive calls seamlessly. With respect to 911 services, AT&T must ensure its network is interoperable with another carrier's network for the provision of 911 services. Interoperability ensures call transfers between selective routers to allow misdirected emergency calls to be transferred to the appropriate PSAP, irrespective of 911 service provider, while still retaining the critical caller location information associated with the call (*i.e.*, ALI). AT&T has established inter-selective router trunking within its own network and with other providers of 911/E911 services in Florida. Intrado Comm is seeking the same type of network arrangements that AT&T performs for itself and other wireline E911 network service providers for the benefit of its own PSAP customers. In addition, Intrado Comm is requesting that AT&T also transmit ALI when it performs call transfers so that the PSAP or first responder can utilize that critical information in responding to the emergency call.

The interconnection agreement serves as the framework for the interconnection and interoperability of competing local exchange networks. 911 is a local exchange network and end users (*i.e.*, PSAPs) of the 911 network should be able to transfer 911 calls amongst themselves with full functionality, regardless of who is the designated 911 service provider for the 911 caller. Much like any "traditional" telephone exchange service, a subscriber can place calls to other subscribers without regard to who is the service provider. PSAP subscribers are entitled to the same benefits in a competitive environment. The best way to effectuate such seamless interoperability is to include provisions requiring inter-selective router trunk groups in the interconnection agreement upon request.

While Intrado Comm agrees that counties and PSAPs should be free to specify the level of service desired including inter-tandem functionality, Intrado Comm does not agree that a formal written agreement with the PSAP and AT&T is necessary before the deployment of inter-selective router trunks. Public policy dictates that carriers should be able to make inter-selective routing available to PSAP customers where such functionality is deemed a necessary component of a vibrant, reliable 911 services. In order to offer such functionality, the Parties' agreement needs to contain provisions that reflect an understanding and agreement between the Parties that facilities will be deployed when requested. These arrangements are for the benefit of 911 callers and public safety, and should be supported by the common carriers that provide these services. There is, however, no need to include a provision in the interconnection agreement that requires the Parties to obtain a formal agreement with PSAPs as a prerequisite to deploying inter-selective router trunking.

AT&T:

The best industry practice is for the parties to negotiate private agreements for the arrangements at issue with the participation of PSAPs and other relevant

government agencies. Such agreements are necessary because it is the PSAP customer that determines whether a Selective Router is installed. Also, AT&T Florida should not be required to notify Intrado of each and every dialing plan change. Such notification is unduly burdensome and unnecessary, because AT&T Florida experiences numerous dialing plan changes on a regular basis that have no impact whatsoever on inter-selective router trunking for 911.

STAFF: Staff has no position at this time.

ISSUE 5(B): SHOULD SPECIFIC TERMS AND CONDITIONS BE INCLUDED IN THE ICA TO SUPPORT PSAP-TO-PSAP CALL TRANSFER WITH AUTOMATIC LOCATION INFORMATION (“ALI”)? IF SO, WHAT ARE THE APPROPRIATE TERMS AND CONDITIONS?

INTRADO

COMM: See 5(a) above.

AT&T: The best industry practice is for the parties to negotiate private agreements for the arrangements at issue with the participation of PSAPs and other relevant government agencies. Such agreements are necessary because it is the PSAP customer that determines whether a Selective Router is installed. Also, AT&T Florida should not be required to notify Intrado of each and every dialing plan change. Such notification is unduly burdensome and unnecessary, because AT&T Florida experiences numerous dialing plan changes on a regular basis that have no impact whatsoever on inter-selective router trunking for 911.

STAFF: Staff has no position at this time.

ISSUE 6(A): SHOULD REQUIREMENTS BE INCLUDED IN THE ICA ON A RECIPROCAL BASIS FOR

(1) TRUNKING FORECASTING;

(2) ORDERING; AND

(3) SERVICE GRADING?

INTRADO

COMM: Yes, reciprocal requirements should be included in the interconnection agreement. Intrado Comm has modified AT&T’s proposed language to make the forecasting provisions reciprocal. Forecasts will be integral to assuring that the Parties’ networks meet industry standards. AT&T’s language requires Intrado Comm to

provide trunk forecasts to AT&T and there is no reason the obligation should not apply equally to both Parties. While AT&T's proposed template language contains specific provisions setting forth the process for Intrado Comm to order services and facilities from AT&T, AT&T's template does not address how AT&T will order services from Intrado Comm. As co-carriers, both Parties will be purchasing services from the other and thus both Parties' process to order services and facilities should be specified in the agreement. Intrado Comm has therefore included language addressing its ordering process in the interconnection agreement. Intrado Comm's ordering process is based on the Access Service Request ("ASR"), which is an industry standard format developed by the ILECs.

AT&T: (1) Intrado should provide an initial trunk forecast to ensure adequate trunking to accommodate its demand when it enters the local exchange service market. While AT&T Florida's general trunk forecast is made available to CLECs on an ongoing basis, AT&T Florida's trunk forecast will have no meaning for Intrado from an initial implementation perspective;

(2) Both parties should follow industry standard ordering guidelines and systems, using Access Service Requirements (ASRs) and the EXACT system. AT&T Florida should not be obligated to use an undefined and non-standard ordering system;

(3) Resolved.

STAFF: Staff has no position at this time.

ISSUE 6(B): IF NOT, WHAT ARE THE APPROPRIATE REQUIREMENTS?

**INTRADO
COMM:**

Yes, reciprocal requirements should be included in the interconnection agreement. Intrado Comm has modified AT&T's proposed language to make the forecasting provisions reciprocal. Forecasts will be integral to assuring that the Parties' networks meet industry standards. AT&T's language requires Intrado Comm to provide trunk forecasts to AT&T and there is no reason the obligation should not apply equally to both Parties. While AT&T's proposed template language contains specific provisions setting forth the process for Intrado Comm to order services and facilities from AT&T, AT&T's template does not address how AT&T will order services from Intrado Comm. As co-carriers, both Parties will be purchasing services from the other and thus both Parties' process to order services and facilities should be specified in the agreement. Intrado Comm has therefore included language addressing its ordering process in the interconnection agreement. Intrado Comm's ordering process is based on the Access Service Request ("ASR"), which is an industry standard format developed by the ILECs.

AT&T: (6b) - See part (a).

STAFF: Staff has no position at this time.

ISSUE 7(A): SHOULD THE ICA INCLUDE TERMS AND CONDITIONS TO ADDRESS SEPARATE IMPLEMENTATION ACTIVITIES FOR INTERCONNECTION ARRANGEMENTS AFTER THE EXECUTION OF THE INTERCONNECTION AGREEMENT? IF SO, WHAT TERMS AND CONDITIONS SHOULD BE INCLUDED?

**INTRADO
COMM:**

No. AT&T's proposed language contemplates that the Parties will amend the interconnection agreement to set forth the specific interconnection arrangements to be utilized by the Parties. Intrado Comm does not agree with AT&T's requirement that Intrado Comm needs to provide AT&T any notice beyond the interconnection agreement or amend the agreement to effectuate the Parties' interconnection arrangements. Other than routine discussions between the Parties' operational personnel, no further notice or action should be needed from Intrado Comm to implement the interconnection arrangements set forth in the agreement. AT&T's language would impose additional, unnecessary steps on Intrado Comm.

AT&T: Yes. 911 NIM § 2.1 provides that the Parties will agree to the physical architecture plan in a particular interconnection area. AT&T Florida proposes that the Parties document that plan prior to implementation. This documentation will avoid potential disputes. In 911 NIM § 2.4, AT&T Florida proposes to require Intrado to provide notification of its actual "intent" to change the Parties' architecture plan, not to simply notify AT&T Florida of its request for such a change. A request does not necessarily indicate intention to proceed with a change. Intrado needs to notify AT&T Florida using the proper form when it intends to interconnect to an AT&T Florida Selective Router. Further, 120-days notice (rather than only 30) is appropriate when Intrado will add a switch to its network, because adding a switch is a significant network change that affects every carrier providing service in that geographic area. The disputed language in NIM does not exist if the 9-state template is used. (*emphasis in original*)

STAFF: Staff has no position at this time.

ISSUE 8(A): WHAT TERMS AND CONDITIONS SHOULD BE INCLUDED IN THE ICA TO ADDRESS ACCESS TO 911/E911 DATABASE INFORMATION WHEN AT&T IS THE DESIGNATED 911/E911 SERVICE PROVIDER?

INTRADO

COMM: Intrado Comm has proposed language that would require the Parties to work together to support interoperability between the Parties' databases, including the exchange ALI information. As co-carriers, AT&T and Intrado Comm will be required to work together to ensure that end user record information is quickly and accurately uploaded into the relevant database. The databases maintained by the Parties must be up-to-date to support the routing of 911/E911 calls to the appropriate PSAP.

AT&T: AT&T Florida opposes Intrado's proposed use of the vague and undefined term "ALI interoperability" in 911 § 3.4.3. Also, AT&T Florida opposes Intrado's proposed language regarding cooperative maintenance of steering tables. Steering tables are internal proprietary routing translations for which each carrier is responsible. AT&T Florida proposes to share information necessary to route between networks, but not within AT&T Florida's network.

STAFF: Staff has no position at this time.

ISSUE 9: **TO THE EXTENT NOT ADDRESS IN ANOTHER ISSUE, WHICH TERMS AND CONDITIONS SHOULD BE RECIPROCAL?**

**INTRADO
COMM:**

Generally, any provision of the interconnection agreement affecting interoperability and mutual exchange of traffic should be reciprocal to reflect the shared responsibilities of the Parties' co-carrier relationship. This issue was included by AT&T, and Intrado Comm is unclear what disputed provisions of the interconnection agreement should be included under Issue 9. Intrado Comm has asked AT&T for clarification as to what provisions of the contract fall under this issue. To the extent this issue relates to the AT&T's proposed requirement in the 911 Appendix that Intrado Comm provide certain information to AT&T, AT&T's language is unnecessary. There is no requirement that Intrado Comm demonstrate to AT&T that Intrado Comm has approval to provide its services, and Intrado Comm should not be required to provide AT&T with the service specifications and configurations requested by a PSAP or other E911 Customer.

AT&T: In 911 § 9, AT&T Florida proposes language that provides that the 911 appendix applies to the provision of 911 service pursuant to Section 251. AT&T Florida's language also provides for the completion of a state-specific form (as applicable) that documents the 911 specifications of each Party, and that is to be approved by the affected E911 Customer(s). This language properly captures the documentation of 911 specifications, whereas Intrado seeks to omit virtually all AT&T Florida's language, leaving a void in the ICA.

STAFF: Staff has no position at this time.

ISSUE 10: WHAT 911/E911 – RELATED TERMS SHOULD BE INCLUDED IN THE ICA AND HOW SHOULD THOSE TERMS BE DEFINED?

**INTRADO
COMM:**

The only 911/E911-related definition at issue between the Parties is the definition of “911 Trunk.” Both Parties agree the definition should be included in the interconnection agreement, but a dispute remains as to the definition itself. Intrado Comm proposes to define “911 Trunk” as a trunk from either AT&T’s End Office or Intrado Comm’s switch to the E911 System. AT&T, however, objects to the use of “End Office” and would prefer the language to state that it is a trunk from either Party’s switch to the E911 System. The inclusion of “End Office” when referring to AT&T’s switch is appropriate because any trunks to the E911 System should come directly from the AT&T End Office where the end user making the 911 call is located. Industry standards recommend identifiable trunk groups from each end office when calls from multiple end offices are directed to the same PSAP. Inclusion of the term “End Office” ensures that AT&T will abide by default routing treatment when transmitting calls to the E911 System.

AT&T: The Parties disagree regarding the definition of the term “911 Trunk” or “E911 Trunk.” Intrado’s proposed language could inappropriately require AT&T Florida to provide direct trunking from its end offices to Intrado’s selective router, even if that required AT&T Florida to implement extensive network modifications to support Class Marking. (*See also* Issue 3a.)

STAFF: Staff has no position at this time.

ISSUE13(A): WHAT SUBSET OF TRAFFIC, IF ANY, SHOULD BE ELIGIBLE FOR INTERCARRIER COMPENSATION WHEN EXCHANGED BETWEEN THE PARTIES?

**INTRADO
COMM:**

The interconnection agreement should be consistent with the rulings of the FCC with respect to intercarrier compensation. This issue deals with the Parties’ exchange of non-911 traffic. AT&T’s proposed language improperly classifies the types of traffic subject to intercarrier compensation and imposes onerous terms and conditions on the Parties’ exchange of intercarrier compensation that are not consistent with law. AT&T attempts to define “Section 251(b)(5) Traffic” and “ISP-Bound Traffic” as either local or non-local in order to limit its reciprocal compensation obligations to so-called “local” traffic. The FCC has determined that it is inaccurate to limit the application of reciprocal compensation to telecommunications traffic that is “local.” Similarly, AT&T’s proposed language limits the traffic eligible for compensation between the Parties to “wireline”

service or “dialtone.” The FCC’s rules do not impose such a qualification on the subset of traffic that is eligible for compensation, but instead speaks in terms of all telecommunications traffic. AT&T also proposes a definition for “Switched Access Traffic” that encompasses traffic the FCC has not classified as subject to switched access charges.

AT&T: This issue does not exist if the 9-state template is used. *(emphasis in original)* The parties disagree as to the proper definitions for “Section 251(b)(5) Traffic,” “ISP-Bound Traffic” and “Switched Access Traffic” as those terms appear in the 13-state template. AT&T Florida defines these terms with specificity to clearly articulate the conditions under which traffic is subject to intercarrier compensation. Intrado’s proposed language, which generally defines these terms in accordance with “Applicable Law” is unnecessarily vague and should be rejected.

STAFF: Staff has no position at this time.

ISSUE 13(B): SHOULD THE PARTIES COOPERATE TO ELIMINATE MISROUTED ACCESS TRAFFIC?

**INTRADO
COMM:**

Yes, the Parties should cooperate to eliminate misrouted access traffic consistent with FCC regulations. Intrado Comm, however, cannot agree to AT&T’s proposed language, which would appear to require the Parties to block traffic or exercise other “self-help” mechanisms for misrouted access traffic. The FCC disfavors “self-help” policies and has indicated carriers may not block traffic.

AT&T: This issue does not exist if the 9-state template is used. *(emphasis in original)* AT&T Florida proposes that Intrado assist AT&T Florida in removing Switched Access Traffic improperly routed over Local Interconnection trunks. Intrado’s proposed language, if adopted, could enable traffic washing and related access avoidance schemes, and AT&T Florida would be limited in its ability to forestall any such fraudulent behavior.

STAFF: Staff has no position at this time.

ISSUE 15: SHOULD THE ICA PERMIT THE RETROACTIVE APPLICATION OF CHARGES THAT ARE NOT PROHIBITED BY AN ORDER OR OTHER CHANGE-IN-LAW?

**INTRADO
COMM:**

Yes, Intrado Comm agrees that the interconnection agreement should include terms and conditions to address subsequent modifications to the interconnection

agreement and changes in law. Intrado Comm, however, disagrees with AT&T's proposed language discussing how such modifications will be implemented. AT&T's language indicates that retroactive compensation adjustments will apply "uniformly" to all traffic exchanged as "local" calls under the agreement. This broad language could allow AT&T to make retroactive compensation adjustments for traffic that is not affected by a change of law. Therefore, Intrado Comm has proposed language that would apply retroactive compensation adjustments consistent with intervening law.

AT&T: This issue does not exist if the 9-state template is used. (*emphasis in original*) As to the 13-state template, the parties disagree on terms and conditions for retroactive treatment following modification or nullification of the compensation plan ("ISP Compensation Plan") set forth in the FCC's ISP Compensation Order. AT&T Florida proposes in IC Section 4.2.1 that retroactive treatment would apply to traffic exchanged as "local calls." This is the appropriate classification of traffic to which a retroactive adjustment would apply. Intrado objects to this language, preferring a vague reference to intervening law, which is redundant and therefore unnecessary.

STAFF: Staff has no position at this time.

ISSUE 18(A): WHAT TERM SHOULD APPLY TO THE INTERCONNECTION AGREEMENT?

**INTRADO
COMM:**

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language to govern term and termination of the interconnection agreement. This language included a provision regarding the term of the interconnection agreement (3 years) and requirements for Intrado Comm to inform AT&T that it seeks to pursue a successor interconnection agreement (10 days after receiving notice of termination). The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the term and termination section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio term and termination section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions governing term and termination for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the term and termination provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

AT&T: This issue does not exist if the 9-state template is used. *(emphasis in original)*
Even if the 13 State Agreement is used, there is no contract language in dispute.
See also Issue 2.

STAFF: Staff has no position at this time.

ISSUE 18(B): WHEN SHOULD INTRADO NOTIFY AT&T THAT IT SEEKS TO PURSUE A SUCCESSOR ICA?

**INTRADO
COMM:**

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language to govern term and termination of the interconnection agreement. This language included a provision regarding the term of the interconnection agreement (3 years) and requirements for Intrado Comm to inform AT&T that it seeks to pursue a successor interconnection agreement (10 days after receiving notice of termination). The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the term and termination section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio term and termination section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions governing term and termination for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the term and termination provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

AT&T: This issue does not exist if the 9-state template is used. *(emphasis in original)*
Even if the 13 State Agreement is used, there is no contract language in dispute.
See also Issue 2.

STAFF: Staff has no position at this time.

ISSUE 20: WHAT ARE THE APPROPRIATE TERMS AND CONDITIONS REGARDING BILLING AND INVOICING AUDITS?

**INTRADO
COMM:**

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language to govern audits (such as the use of independent third party auditors and the division of responsibility for payment of audits). The Parties reached agreement on changes to the AT&T

template language after negotiations that revised some provisions of the audit section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio audit section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions governing audits for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the audit provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

AT&T: This issue does not exist if the 9-state template is used. *(emphasis in original)*
Even if the 13 State Agreement is used, there is no contract language in dispute.
See also Issue 2.

STAFF: Staff has no position at this time.

ISSUE 22: **SHOULD INTRADO BE PERMITTED TO ASSIGN THE INTERCONNECTION AGREEMENT TO AN AFFILIATED ENTITY? IF SO, WHAT RESTRICTIONS, IF ANY, SHOULD APPLY IF THAT AFFILIATE HAS AN EFFECTIVE ICA WITH AT&T FLORIDA?**

**INTRADO
COMM:**

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language to govern assignment of the interconnection agreement (such as the notice and approval process for assignments and the procedure for assigning the agreement to affiliates). The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the assignment section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio assignment section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like assignment for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the assignment provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

AT&T: This issue does not exist if the 9-state template is used. *(emphasis in original)*
Even if the 13 State Agreement is used, there is no contract language in dispute.
See also Issue 2

STAFF: Staff has no position at this time.

ISSUE 23: **SHOULD AT&T BE PERMITTED TO RECOVER ITS COSTS, ON AN INDIVIDUAL CASE BASIS, FOR PERFORMING SPECIFIC ADMINISTRATIVE ACTIVITIES? IF SO, WHAT ARE THE SPECIFIC ADMINISTRATIVE ACTIVITIES?**

**INTRADO
COMM:**

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language to govern AT&T's performance of specific administrative activities, such as name changes and company code changes resulting from transfers and acquisitions. The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of this section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like how to address name changes and company code changes for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the name change and company code change provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

AT&T: This issue does not exist if the 9-state template is used. (*emphasis in original*)
Even if the 13 State Agreement is used, there is no contract language in dispute.
See also Issue 2.

STAFF: Staff has no position at this time.

ISSUE 24: **WHAT LIMITATION OF LIABILITY AND/OR INDEMNIFICATION LANGUAGE SHOULD BE INCLUDED IN THE ICA?**

**INTRADO
COMM:**

The Parties have reached resolution on the majority of the limitation of liability and indemnification provisions of the interconnection agreement in connection with their Ohio negotiations (either via a negotiated resolution or Intrado Comm's acceptance of AT&T's originally proposed language). Two issues remain. The first issue is whether AT&T may limit its liability for losses arising from the provision of 911 services. AT&T's language indicates that it will not be liable to Intrado Comm, Intrado Comm's end user, or any other person for losses arising

out of the provision of access to 911 service or any errors, interruptions, defects, failures, or malfunctions of 911. This is very broad language and gives AT&T unlimited protection from liability. Intrado Comm has therefore proposed language that would make AT&T liable for losses if the errors, interruptions, defects, failures, or malfunctions of 911 were attributable to AT&T. Carriers typically cannot limit their liability for errors that are caused by gross negligence or willful misconduct, but AT&T's language does just that.

The second issue deals with the implementation of the limitation of liability and indemnification language into the Parties' Florida agreement. In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language to govern limitation of liability and indemnification under the interconnection agreement. The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the limitation of liability and indemnification provisions and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio limitation of liability and indemnification section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like limitation of liability and indemnification for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the limitation of liability and indemnification provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

AT&T: AT&T Florida opposes Intrado's proposed language in the 13-state General Terms and Conditions § 15.7 that limits AT&T Florida's liability for 911 failures only to those circumstances not "attributable to AT&T." This language should be rejected because it is vague, ambiguous, and likely to cause future disputes. Moreover, Intrado's tariffs typically include extensive liability language that would protect Intrado in such circumstances. AT&T Florida merely seeks the same protection as Intrado would have.

STAFF: Staff has no position at this time.

ISSUE 25(A): SHOULD DISPUTED CHARGES BE SUBJECT TO LATE PAYMENT PENALTIES?

**INTRADO
COMM:**

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language governing billing and payment. The Parties reached agreement on changes to the AT&T template language after

negotiations that revised some provisions of the billing and payment section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio billing and payment section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like billing and payment for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has indicated to the Commission that consistency in its billing practices throughout its 22-state territory is important to AT&T, but has refused to provide Intrado Comm with the same consistency. AT&T has provided no reason why the billing and payment provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

AT&T: These issues do not exist if the 9 state template is used. (*emphasis in original*)
Even if the 13 State template is used, there is no contract language in dispute.

STAFF: Staff has no position at this time.

ISSUE 25(B): SHOULD THE FAILURE TO PAY CHARGES, EITHER DISPUTED OR UNDISPUTED, BE GROUNDS FOR THE DISCONNECTION OF SERVICES?

**INTRADO
COMM:**

In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language governing billing and payment. The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the billing and payment section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio billing and payment section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like billing and payment for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has indicated to the Commission that consistency in its billing practices throughout its 22-state territory is important to AT&T, but has refused to provide Intrado Comm with the same consistency. AT&T has provided no reason why the billing and payment provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

AT&T: These issues do not exist if the 9 state template is used. *(emphasis in original)*
Even if the 13 State template is used, there is no contract language in dispute.

STAFF: Staff has no position at this time.

ISSUE 25(C): FOLLOWING NOTIFICATION OF UNPAID AMOUNTS, HOW LONG SHOULD INTRADO HAVE TO REMIT PAYMENT?

INTRADO

COMM: In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language governing billing and payment. The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the billing and payment section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire negotiated Ohio billing and payment section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like billing and payment for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has indicated to the Commission that consistency in its billing practices throughout its 22-state territory is important to AT&T, but has refused to provide Intrado Comm with the same consistency. AT&T has provided no reason why the billing and payment provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

AT&T: These issues do not exist if the 9 state template is used. *(emphasis in original)*
Even if the 13 State template is used, there is no contract language in dispute.

STAFF: Staff has no position at this time.

ISSUE 25(D): SHOULD PARTIES BE REQUIRED TO MAKE PAYMENTS USING AN AUTOMATED CLEARINGHOUSE NETWORK?

INTRADO

COMM: In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to contract language governing billing and payment. The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the billing and payment section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the entire

negotiated Ohio billing and payment section for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like billing and payment for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has indicated to the Commission that consistency in its billing practices throughout its 22-state territory is important to AT&T, but has refused to provide Intrado Comm with the same consistency. AT&T has provided no reason why the billing and payment provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

AT&T: These issues do not exist if the 9 state template is used. *(emphasis in original)*
Even if the 13 State template is used, there is no contract language in dispute.

STAFF: Staff has no position at this time.

ISSUE 29(A): WHAT ROUNDING PRACTICES SHOULD APPLY FOR RECIPROCAL COMPENSATION USAGE AND AIRLINE MILEAGE?

INTRADO COMM:

Consistent with industry practice, reciprocal compensation usage should be billed in six-second increments and airline mileage should be billed in one-fifth mile increments. AT&T's proposed language of rounding up to the next minute or mile does not represent current industry practice. It is Intrado Comm's experience that many carrier-to-carrier agreements and carrier tariffs utilize six-second increments for per minute charges and one-fifth increments for per mile charges. Even if the financial impact to Intrado Comm of AT&T's rounding practices were minimal, Intrado Comm should not be required pay AT&T more than it otherwise would owe to AT&T.

AT&T: This issue does not exist if the 9 state template is used. *(emphasis in original)*
AT&T Florida's proposal for use in the 13 state template to round airline mileage to the next mile is consistent with the industry standard practice and should be adopted.

STAFF: Staff has no position at this time.

ISSUE 29(B): IS AT&T PERMITTED TO IMPOSE UNSPECIFIED NON-RECURRING CHARGES ON INTRADO?

INTRADO

COMM: No. Intrado Comm understands that some items must be individually charged as non-recurring charges depending on the specific request made by Intrado Comm. Both Parties, however, must identify any services to which such charges may apply and how those charges will be calculated. Notification must be given to the other Party before applying any charges. Any charges to be applied to Intrado Comm via the interconnection agreement must be developed through the Section 252 process with approval by the Commission. AT&T's proposed language would allow AT&T to arbitrarily develop rates and post those rates on its website. AT&T's language would also impose unspecified tariff charges on Intrado Comm. Any rates to be imposed on Intrado Comm must be developed pursuant to the process established by Sections 251 and 252, and must be set forth in the interconnection agreement. Intrado Comm cannot agree to pay for services or products when it does not know the rate to be charged. There must be some parameters on AT&T's ability to impose rates on Intrado Comm.

AT&T: This issue does not exist if the 9 state template is used. (*emphasis in original*) AT&T Florida opposes Intrado's proposal that prices "to be determined", must be approved by the Commission and agreed to by Intrado. Intrado should not have the option of rejecting Commission-approved prices.

STAFF: Staff has no position at this time.

ISSUE 33: **SHOULD AT&T BE REQUIRED TO PROVIDE UNES TO INTRADO AT PARITY WITH WHAT IT PROVIDES TO ITSELF?**

INTRADO

COMM: Yes. In connection with the Parties' negotiations for an Ohio interconnection agreement, the Parties agreed to language to address Intrado Comm's concerns with AT&T's proposed UNE language. Intrado Comm sought to ensure that AT&T would provide UNES to Intrado Comm at parity to itself and other telecommunications carriers to which AT&T provides UNES consistent with the FCC's rules. This issue remains open, however, because AT&T is unwilling to include that language in the Parties' Florida interconnection agreement. The language agreed upon is not "state-specific" and is consistent with the FCC's requirements. There is no reason the same language cannot be used in the Parties' Florida interconnection agreement.

AT&T: This issue does not exist if the 9 state template is used. (*emphasis in original*) Even if the 13 State Agreement is used, there is no disputed language.

STAFF: Staff has no position at this time.

ISSUE 34(A): HOW SHOULD A “NON-STANDARD” COLLOCATION REQUEST BE DEFINED?

INTRADO

COMM:

AT&T has proposed language that would permit it to charge Intrado Comm for “non-standard” collocation requests made by Intrado Comm. Once AT&T provides one provider with a certain arrangement, it should no longer be considered “non-standard” and subject to varying costs based on AT&T’s independent determination. AT&T should not be permitted to impose “non-standard” charges on Intrado Comm for arrangements that AT&T has provided to other service providers. The FCC has found that if a particular method of interconnection or collocation is currently employed between two networks or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures and ILECs bear the burden of demonstrating technical infeasibility. AT&T should not be permitted to impose arbitrary costs on Intrado Comm when AT&T has already provided a similar arrangement to another provider.

AT&T:

This issue does not exist if the 9 state template is used. (*emphasis in original*) A non-standard collocation request is any collocation request that is beyond the terms and conditions set forth in the interconnection agreement.

STAFF:

Staff has no position at this time.

ISSUE 34(B): SHOULD NON-STANDARD COLLOCATION REQUESTS BE PRICED BASED ON AN INDIVIDUAL CASE BASIS?

INTRADO

COMM:

AT&T has proposed language that would permit it to charge Intrado Comm for “non-standard” collocation requests made by Intrado Comm. Once AT&T provides one provider with a certain arrangement, it should no longer be considered “non-standard” and subject to varying costs based on AT&T’s independent determination. AT&T should not be permitted to impose “non-standard” charges on Intrado Comm for arrangements that AT&T has provided to other service providers. The FCC has found that if a particular method of interconnection or collocation is currently employed between two networks or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures and ILECs bear the burden of demonstrating technical infeasibility. AT&T should not be permitted to impose arbitrary costs on Intrado Comm when AT&T has already provided a similar arrangement to another provider.

AT&T:

Yes. Intrado should be required to pay for non-standard collocation arrangements based on the specific criteria of the request (*i.e.*, individual case basis). While

another carrier might have what Intrado would characterize as “similar” to what Intrado requests, it may actually be quite different – resulting in different costs to AT&T Florida to provision and leading to disputes. Furthermore, another carrier’s collocation arrangements may have been engineered and provisioned years ago, making any associated costs obsolete.

STAFF: Staff has no position at this time.

ISSUE 35: **SHOULD THE PARTIES’ INTERCONNECTION AGREEMENT REFERENCE APPLICABLE LAW RATHER THAN INCORPORATE CERTAIN APPENDICES WHICH INCLUDE SPECIFIC TERMS AND CONDITIONS FOR ALL SERVICES?**

INTRADO
COMM:

In connection with their Ohio negotiations, the Parties agreed that certain appendices should be included in the interconnection agreement rather than indicating that the services governed by those appendices would be provided pursuant to applicable law. Thus, the Parties have agreed to incorporate certain appendices into the Ohio interconnection agreement governing services such as local number portability, rights-of-way, numbering, directory assistance, etc. Intrado Comm seeks to include those same provisions in the Parties’ Florida interconnection agreement. The services governed by the appendices are equally relevant to Florida, and AT&T has not demonstrated a state-specific reason why the agreed upon terms and conditions for local number portability, numbering, directories, etc. cannot be used in Florida.

AT&T: This issue does not exist if the 9 state template is used. *(emphasis in original)*
Even if the 13 state template is used, there is no contract language in dispute.

STAFF: Staff has no position at this time.

ISSUE 36: **SHOULD THE PARTIES IDENTIFY, BY CAPITALIZATION OR SOME OTHER MEANS, TERMS THAT HAVE BEEN FORMALLY DEFINED IN THE ICA?**

INTRADO
COMM:

The interconnection agreement defines certain terms, but AT&T’s language does not consistently capitalize those terms throughout the agreement. To the extent a term has been defined, it should be capitalized throughout the agreement in recognition that it is a specifically defined term. This will reduce disputes between the Parties as to the meaning of certain terms.

AT&T: Defined terms should be appropriately capitalized throughout the interconnection agreement based on the use of the terms. There may be instances in which Intrado has capitalized terms that are not used in a manner consistent with the definition. For example, in the 13-state GTC, End User is defined relative to customers of AT&T Florida and Intrado specifically, not end users of other parties generally. In these cases, capital letters should not be used.

STAFF: Staff has no position at this time.

IX. EXHIBIT LIST

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
<u>Direct</u>			
Cynthia Clugy	INTRADO COMM	CC-1	Newton's Telecomm Dictionary
Cynthia Clugy	INTRADO COMM	CC-2	NENA Master Glossary of 9-1-1 Terminology
Thomas Hicks	INTRADO COMM	TH-1	Intelligent Emergency Network
Thomas Hicks	INTRADO COMM	TH-2	Legacy 911 Environment
Thomas Hicks	INTRADO COMM	Revised TH-3	Sample Florida Call Transfer Arrangement
Thomas Hicks	INTRADO COMM	TH-4	Typical Components of an E911 System
Thomas Hicks	INTRADO COMM	TH-5	911 Call Sorting at Originating Office
Thomas Hicks	INTRADO COMM	Revised TH-6	911 Call Sorting at a Tandem Switch
Thomas Hicks	INTRADO COMM	TH-7	Pacific Bell Tariff
Carey Spence-Lenss	INTRADO COMM	CSL-1	West Virginia Order Approving Verizon 911 Tariff
Carey Spence-Lenss	INTRADO COMM	CSL-2	Ohio Order

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Carey Spence-Lenss	INTRADO COMM	CSL-3	Ohio Order Entry on Rehearing
Carey Spence-Lenss	INTRADO COMM	CSL-4	Intrado Comm Florida Tariff
Carey Spence-Lenss	INTRADO COMM	CSL-5	Letters in Support
Carey Spence-Lenss	INTRADO COMM	CSL-6	Amended Petition for Declaratory Statement
Carey Spence-Lenss	INTRADO COMM	CSL-7	NENA Transition Effort
Carey Spence-Lenss	INTRADO COMM	CSL-8	ATIS News Release
Carey Spence-Lenss	INTRADO COMM	CSL-9	AT&T Florida Tariff
Carey Spence-Lenss	INTRADO COMM	CSL-10	California Order
Carey Spence-Lenss	INTRADO COMM	CSL-11	Illinois Order
Patricia H. Pellerin	AT&T	PHP-1	<i>Order of Dismissal, Virginia Corporation Commission, February 14, 2008</i>
Mark Neinast	AT&T	MN-1	Appendix 911
Mark Neinast	AT&T	MN-2	Appendix 911 NIM
Mark Neinast	AT&T	MN-3	Facilities and Trunks
Mark Neinast	AT&T	MN-4	NENA Standard for Enhanced E9-1-1 Default Assignments and Call Routing Functions
Mark Neinast	AT&T	MN-5	Intrado Letter, dated December 18, 2006

Rebuttal

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Cynthia Clugy	INTRADO COMM	CC-3	E911 Port Service Request Guidelines
Thomas Hicks	INTRADO COMM	TH-8	Intrado Comm's Proposed Rates
Thomas Hicks	INTRADO COMM	TH-9	NRIC Best Practices
John Melcher	INTRADO COMM	JM-1	John R. Melcher, ENP Curriculum Vitae
Carey Spence-Lenss	INTRADO COMM	CSL-12	Intrado Comm Emergency Service Evolution
Patricia H. Pellerin	AT&T	PHP-2 Revised	Issues remaining with use of 9-state template
Patricia H. Pellerin	AT&T	PHP-3 Revised	Issues eliminated by use of 9-state template
Patricia H. Pellerin	AT&T	PHP-4	Intrado Comm Communications Inc Pricing Schedule

Parties and Staff reserve the right to identify additional exhibits for the purpose of cross-examination.

X. PROPOSED STIPULATIONS

The parties have entered into no stipulations at this time.

XI. PENDING MOTIONS

There is a pending Motion to Strike Or, in the Alternative, Motion to File Supplemental Rebuttal Testimony by AT&T.

XII. PENDING CONFIDENTIALITY MATTERS

AT&T Florida has provided confidential information to Commission Staff in response to discovery requests by Staff, and may provide additional confidential information in response to future discovery. AT&T Florida has requested or intends to request confidentiality for the following:

1. AT&T Florida's Response to Staff's Request for Production No. 1.

AT&T Florida reserves the right to use any such information at hearing, subject to appropriate measures to protect its confidentiality.

XIII. POST-HEARING PROCEDURES

If no bench decision is made, each party shall file a post-hearing statement of issues and positions. A summary of each position of no more than 50 words, set off with asterisks, shall be included in that statement. If a party's position has not changed since the issuance of this Prehearing Order, the post-hearing statement may simply restate the prehearing position; however, if the prehearing position is longer than 50 words, it must be reduced to no more than 50 words. If a party fails to file a post-hearing statement, that party shall have waived all issues and may be dismissed from the proceeding.

Pursuant to Rule 28-106.215, F.A.C., a party's proposed findings of fact and conclusions of law, if any, statement of issues and positions, and brief, shall together total no more than 60 pages and shall be filed at the same time.

XIV. RULINGS

1. AT&T's Motion to Strike Or, in the Alternative, Motion to File Supplemental Rebuttal Testimony

At the prehearing conference, AT&T requested leave to file supplemental rebuttal testimony. Intrado Comm stated it had no objection. The parties agreed this would resolve AT&T's Motion to Strike. Therefore, the Motion to Strike is rendered moot and the Motion to File Supplemental Rebuttal Testimony of Mark Neinast is granted.

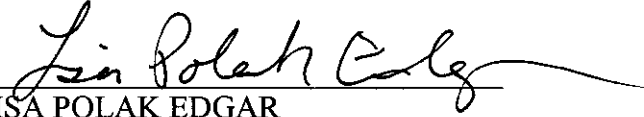
2. Post-Hearing Statements will be due on August 14, 2008.

3. Opening presentations, if any, shall not exceed ten minutes per party. All information used in the presentation must be based on evidence in the record. Parties shall exchange multimedia presentations, if any, prior to commencement of hearing for approval. One (1) witness shall be designated to participate and shall be sworn in prior to commencement of presentation. Witness will be available during cross-examination regarding any information presented.

It is therefore,

ORDERED by Commissioner Lisa Polak Edgar, as Prehearing Officer, that this Prehearing Order shall govern the conduct of these proceedings as set forth above unless modified by the Commission.

By ORDER of Commissioner Lisa Polak Edgar, as Prehearing Officer, this 17th day of June, 2008.


LISA POLAK EDGAR
Commissioner and Prehearing Officer

(S E A L)

TLT

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.