

**Matilda Sanders**

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**From:** terry.scobie@verizon.com  
**Sent:** Thursday, April 26, 2007 3:34 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Kimberly Caswell; de.oroark@verizon.com; David Christian; Susan Masterton; ben.poag@embarq.com; Frank Trueblood; Lee Eng Tan; Adam Teitzman; frank.app@verizon.com  
**Subject:** Docket No. 060767-TP - Late-Filed Deposition Exhibits 1 and 2 of Don Price  
**Attachments:** 060767 VZ-Price Late-Filed Depo Exhibits-4-26-07.pdf

**ORIGINAL**

The attached filing is submitted in Docket No. 060767-TP on behalf of Verizon Access Transmission Services by

Dulaney L. O'Roark III  
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The attached .pdf document consists of 4 pages - transmittal letter (1 page), Late-Filed Deposition Exhibit 1 (1 page), Late-Filed Deposition Exhibit 2 (1 page) and certificate of service (1 page).

*(See attached file: 060767 VZ-Price Late-Filed Depo Exhibits-4-26-07.pdf)*

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DOCUMENT NUMBER - DATE

03562 APR 26 5

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**ORIGINAL**

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April 26, 2007 – VIA ELECTRONIC MAIL

Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No. 060767-TP  
Petition of MCImetro Access Transmission Services LLC d/b/a Verizon Access  
Transmission Services for arbitration of disputes arising from negotiation of  
interconnection agreement with Embarq Florida, Inc.

Dear Ms. Cole:

Enclosed for filing in the above matter are Late-Filed Deposition Exhibits 1 and 2 of  
Don Price on behalf of Verizon Access Transmission Services. Service has been made  
as indicated on the Certificate of Service. If there are any questions regarding this filing,  
please contact me at 770-284-5498.

Sincerely,

s/ Dulaney L. O'Roark III

Dulaney L. O'Roark III

Enclosures

c: Adam Teitzman, Staff Counsel

DOCUMENT NUMBER-DATE

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### Reference to Generic Reciprocal Compensation Order

1. Identify where the Commission's generic Reciprocal Compensation Order (Order No. PSC-02-1248-FOF-TP, Sept. 10, 2002) states that it is the Commission's default view that non-ISP-bound, virtual NXX calls are not subject to reciprocal compensation.

#### Verizon Response:

At pages 27-28 of the Order, the Commission states:

"We find that calls terminated to end users outside the local calling area in which their NPA/NXXs are homed are not local calls for purposes of intercarrier compensation; therefore, we find that carriers shall not be obligated to pay reciprocal compensation for this traffic. Although this unavoidably creates a default for determining intercarrier compensation, we do not find that we mandate a particular intercarrier compensation mechanism for virtual NXX/FX traffic. Since non-ISP virtual NXX/FX traffic volumes may be relatively small, and the costs of modifying the switching and billing systems to separate this traffic may be great, we find it is appropriate and best left to the parties to negotiate the best intercarrier compensation mechanism to apply to virtual NXX/FX traffic in their individual interconnection agreements."

Mr. Price referred to this passage at page 6 of his Amended Rebuttal Testimony, but it was incorrectly cited as appearing at page 33 of the Order (because Mr. Price was using a differently paginated version of the Order).

In addition, at page 22 of the Order, the Commission emphasized that the issue of intercarrier compensation for virtual NXX traffic was limited to non-ISP traffic ("this issue is limited to intercarrier compensation arrangements for traffic that is delivered to non-ISP customers").

### **Existing Transit Rate in the Parties' Contract**

2. What is the transit rate in the existing Verizon/Embarq interconnection agreement?

**Verizon Response:**

The transit rate in the parties' existing contract is \$0.002045.

At page 11 of his Amended Rebuttal Testimony, Mr. Price correctly states that the "transit rate paid under the parties' existing contract" is \$0.002045. Embarq's Responses to Staff's Second Set of Interrogatories, item 35, spreadsheet "Transit rates.xls," also lists \$0.002045 as the transit rate in Embarq's interconnection agreement with MCImetro.

There may have been some confusion about the transit rate in the existing contract because Mr. Price's Amended Direct Testimony (at 17, lines 20-21) referenced \$0.002867 as the "existing rate." However, Mr. Price explained (at 17, lines 9-11) that \$0.002867 is the sum of the common transport and tandem switching rate elements the Commission approved for Embarq for reciprocal compensation purposes.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of the foregoing were sent via electronic mail and U.S. mail on April 26, 2007 to:

Lee Eng Tan, Staff Counsel  
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s/ Dulaney L. O'Roark III