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April 21, 2008

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

Re: Docket No. 070736-TP: In the Matter of the Petition of Intrado Communications Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as Amended, to Establish an Interconnection Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Florida

Dear Ms. Cole:

Enclosed is an original and 15 copies of BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Direct Testimony of Mark Neinast and Patricia H. Pellerin, which we ask that you file in the captioned docket.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver

CMP
COM 5
CTR 1
ECR
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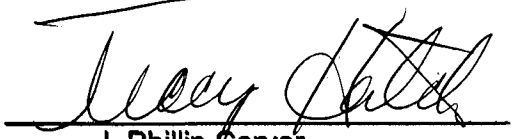
OPC
RCA
SCR
SGA
SEC
OTH

cc: All parties of record
Gregory Follensbee
E. Earl Edenfield, Jr.
Lisa S. Foshee

CERTIFICATE OF SERVICE
Docket No. 070736-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and Federal Express this 21st day of April, 2008 to the following:



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AT&T FLORIDA

DIRECT TESTIMONY OF MARK NEINAST

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

APRIL 21, 2008

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T ("AT&T"), AND YOUR BUSINESS ADDRESS.

A. My name is Mark Neinast. My business address is 308 S. Akard, Dallas, Texas 75202. I am employed by AT&T Services, Inc. as an Area Manager – Regulatory Relations to AT&T's Network Planning and Engineering Department. My primary responsibility is to represent AT&T's various operating companies, including Florida Bell, Inc. d/b/a AT&T Florida ("AT&T Florida") in the development of network policies, procedures, and plans from both a technical and regulatory perspective. I assist in developing corporate strategy associated with 9-1-1, Interconnection, switching, Signaling System 7 ("SS7"), call-related databases, and emerging technologies such as Internet Protocol ("IP")-based technologies and services. I am also responsible for representing the company's network organization in negotiations and arbitrations with Competitive Local Exchange Carriers ("CLECs").

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I have been employed by AT&T for over 30 years, primarily in the network organization. This includes seven years in non-management positions in central offices as a technician. I also spent two years as a training instructor for electronic switching systems and then four years managing technicians in central offices and a Network Operations Center ("NOC"). I also worked as a staff manager for the North Texas Network Operations Division for five years, where I supported NOC functions and managed major switching system projects, then as an Area Manager in a NOC Translations Center for over seven years, where I was responsible for 16 Selective Routers and the dial-dial conversion of them from analog to digital, prior to moving into the regulatory organization. I have a Bachelor of Science in Business Administration from the University of Texas at Dallas, with a double major of Management Information Systems and Behavioral Management. I have also attended numerous training classes, some of which are listed below:

— 1/1AESS, 2/2BESS, 3ESS, 5ESS, DMS100, Ericsson AXE Switching Translations Routing and Charging

— Access Signaling System 7

— AIN Network Operations and Maintenance

— LNP Local Number Portability Operations

— DSC STP Basic Methods of Operation

— DMS-100 Operations and Maintenance

— Principles of Digital Transmission

— Network Fundamentals

Q. HAVE YOU PREVIOUSLY PARTICIPATED IN OTHER REGULATORY PROCEEDINGS?

A. Yes, I have participated in numerous dockets including:

— The Texas T2A successor, ICA Arbitration, Docket D28821

— California Public Utilities Commission – Level 3/SBC interconnection agreement arbitration, California A.04-06-004

— Arkansas Public Service Commission – Level 3/SBC Arkansas interconnection agreement arbitration, Case No. 04-099-U

— SBC California / AT&T ICA Arbitration, Dockets

— SBC Connecticut / Level 3 ICA Arbitration, Docket ADJ:VYM

— Arkansas Public Service Commission – TelCove/SBC Arkansas interconnection agreement arbitration, Docket No. 04-167-U

— SBC Kansas / TelCove ICA Arbitration, Docket 05-ABIT-507-ARB

— Public Utilities Commission of Ohio – TelCove/SBC interconnection agreement arbitration, Ohio Case No. 04-1822-TP-ARB

— Corporate Commission of the State of Oklahoma – Complaint of Inventive vs. SBC Oklahoma, Cause No. PUD 200500229 (December, 2005)

— The Arkansas A2A successor, ICA Arbitration, Docket 05-081-U

— Washington State Utilities and Transportation Commission - Qwest Corporation Complaint vs. TCG-Seattle Docket No. UT-063038

Q. DO YOU HAVE PERSONAL KNOWLEDGE OF 911/E911 NETWORKS?

A. Yes. I have spent the majority of my 33 year career with SBC/AT&T in the Operations, Administration, Maintenance and Provisioning (OAM&P) organization for various network components in the SBC network, both as technician and manager. My last assignment, for over seven years prior to assuming my current position, was the Area Manager-Translations in the Dallas Network Operations Center. I was responsible for the switch software changes for AT&T Texas ILEC network. As part of my

duties, I managed 16 Selective Routers and was responsible for the successful conversion from analog to digital during this time frame. I also successfully managed many other major network projects, including over 60 analog-digital dial-to-dial conversions, each of which included 911 trunks.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I am offering direct testimony on the network and technical aspects of Intrado's Petition for Arbitration ("Petition"). Specifically, I address AT&T Issues 3-10, and 30. My testimony is intended to operate in conjunction with the testimony of AT&T Florida witness Ms. Pellerin. Ms. Pellerin addresses issues in the Petition from a policy perspective, including the issue of whether Intrado is eligible for a Section 251 interconnection agreement ("ICA"), and if so, what issues are properly dealt with in a Section 252 arbitration. Depending on the outcome of those issues, all or portions of my testimony may be moot.

Q. BRIEFLY SUMMARIZE WHAT IS AT ISSUE.

A. AT&T Florida is experienced in creating interconnection agreements with CLECs that seek to provide competing voice service, and has a standard 9-state template agreement used in the

legacy BellSouth states. Intrado's business plan, however, is unique in nature and limited to 911 service to Public Service Answering Points (PSAPs). As a result, Intrado is seeking various types of contract provisions that AT&T Florida does not believe are appropriate. Since Intrado is requesting to interconnect as a 911 carrier, AT&T has proposed that certain appendices be included that are applicable for use by a 911 competitor, namely, the 911 Appendix and 911 Network Interconnection Methods ("911 NIM"). These appendices are in addition to Attachment 3 to AT&T Florida's proposed agreement, which describes methods of interconnection for local exchange and access traffic and comports to use in the 9 state region.

By its requests here, Intrado would create new requirements for ILECs if Intrado were to provide service to a 911 customer. For example, if Intrado is allowed to pick the location of the point of interconnection (POI) and this location is not at AT&T's Selective Router, AT&T Florida and all other carriers previously connected to that Selective Router for 911 traffic would need to provision additional diverse facility investments beyond what is in existence today to rehome 911 traffic[1]. Intrado also requests that AT&T convert to Class Marking, which, (as I will discuss later in my

[1] Intrado has stated during negotiations that it is their intention to locate their POI at the Selective Router location, but they do not want to be required to do so.

testimony) would require a total overhaul of end user provisioning for AT&T Florida. All of Intrado's requests are part of Intrado's effort to avoid paying AT&T for the services it provides for 911 service, such as Automatic Number Identification (ANI) or Selective Router (SR) functionalities.

Q. HOW IS YOUR TESTIMONY ORGANIZED?

A. First, I will describe the current 911 network as deployed not only in Florida, but across the U.S., to give the Commission a better understanding of the issues presented by Intrado's requests. As part of this description, I will explain the three different 911 routing scenarios that are pertinent to this docket. Within those scenarios, there are further breakdowns of call flows that will be discussed in order to fully appreciate all that is required to complete 911 traffic.

Second, I will address the service aspects that are critical to 911 and provide the Commission with AT&T Florida's positions on Issues 3 -10, and 30.

Finally, I will conclude with my recommendations to the Commission and explain why AT&T's language should be adopted. Included in my testimony as Exhibit MN-1 is AT&T Florida's

proposed 911 and Exhibit MN-2 is AT&T Florida's proposed 911 NIM Appendices. I have included in both Appendices AT&T Florida's proposed language to which Intrado objects (bold underlined) and Intrado's proposed language to which AT&T Florida objects (bold italics). The language agreed upon by the parties is in normal font. In many cases I have pulled Intrado's proposed language from the AT&T 13-State NIM and Interconnection Trunking Requirements ("ITR") redlined Appendices that Intrado submitted. This should assist the Commission in comparing the parties' proposed language. Throughout my testimony, when I discuss Intrado's proposed language, I will also include in parentheses where Intrado's proposed language appears in the 911 or 911 NIM Appendix.

Q. WHAT ARE THE THREE 911 ROUTING SCENARIOS THAT ARE RELEVANT TO THIS ARBITRATION?

A. The three basic scenarios regarding E911 network interconnection are:

1. Intrado delivers E911 traffic originated by its own end users (if there were any, or any other carrier's end users) to AT&T Florida for completion to AT&T Florida-served PSAPs. AT&T

Florida agrees to include terms and conditions for this circumstance like those it provides to normal CLECs. Since Intrado has no end users, however, it is not clear that such terms are necessary.

2. AT&T Florida delivers E911 traffic (originated by its own end users) to Intrado for completion to Intrado-served PSAPs. AT&T Florida does not believe it is obligated by Section 251(c) to include terms and conditions for this arrangement in the ICA. However, in an abundance of caution, AT&T Florida has provided language in Sections 5 and 6 in Appendix 911 to reflect the parties' E911 responsibilities.

3. Certain PSAPs request that AT&T Florida (and Intrado) offer the ability to transfer emergency calls between them (i.e., the PSAPs) serving adjacent areas. This would require special connections between AT&T Florida's Selective Router and Intrado's Selective Router. AT&T Florida does not believe it is required by Section 251(c) to offer Selective Router to Selective Router transfers pursuant to an ICA. Moreover, it is essential that the PSAPs requesting this service actively participate in negotiating such arrangements. AT&T Florida will make Selective Router to Selective Router functionality available to PSAPs pursuant to a commercial agreement that includes all affected parties, but only upon PSAP request and with PSAP

involvement. AT&T Florida proposes language to capture this situation in Appendix 911, Section 1.4.

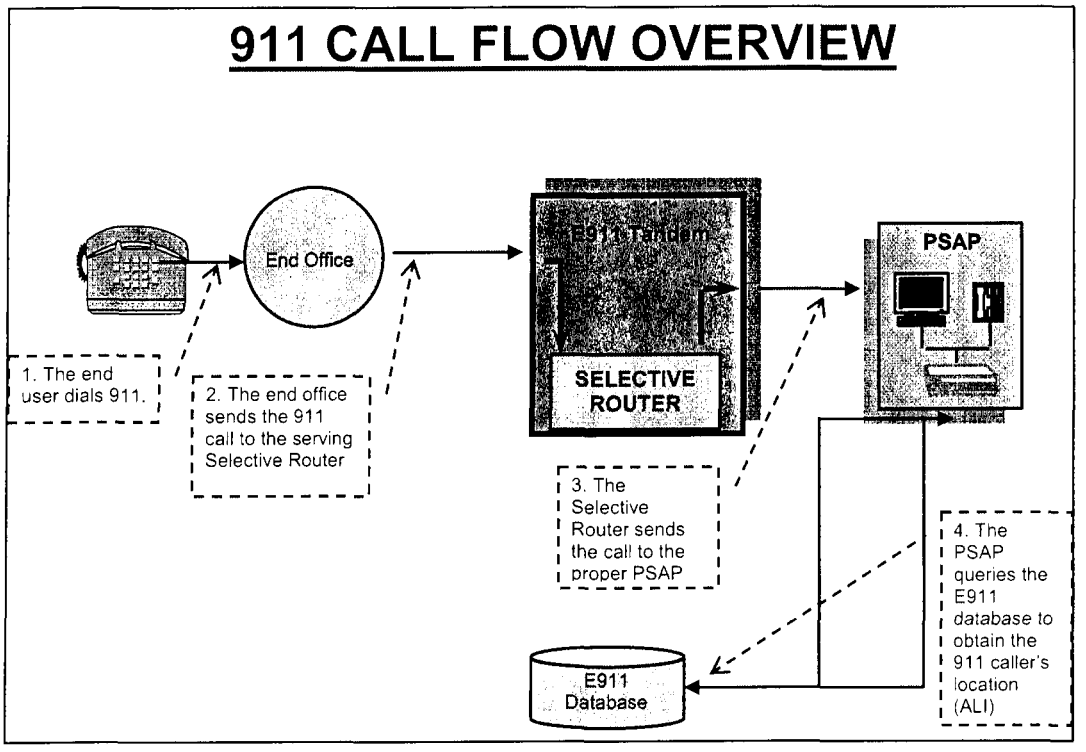
911/E911 Network Overview

Q. BREIFLY DESCRIBE HOW A 911 CALL COMPLETES TO AN EMERGENCY RESPONDER (PSAP) AND THE 911 NETWORK ELEMENTS INVOLVED.

A. When an end user picks up the phone and dials 911, the call is sent to the end user's serving end office, in the same manner as any originating call. The end office switch routes the 911 call to the Selective Router (sometimes known as an E911 tandem) that serves the end office. In AT&T Florida's network, the Selective Router consists of additional hardware and software capabilities in ten of AT&T Florida's central office switches. The Selective Router queries an E911 database (internal to the Selective Router) to obtain the Emergency Service Number (ESN) that determines the correct PSAP, based on the originating end user's telephone number or ANI (Automatic Number Identification)[2] , then routes the

[2] An E911 call uses the ANI digits at a couple of points in processing a 911 call, first as a reference to obtain the ESN (Emergency Service Number), which determines the correct PSAP to route the call to. The ANI digits are used again by the PSAP to determine the street address of the end user by indexing the ANI to the MSAG (Master Street Address Guide) in the ALI (Automatic Location Identification) database.

call to the proper Public Safety Answering Point ("PSAP"). The PSAP then queries the E911 database to obtain the Automatic Location Identification ("ALI") of the end user. This enables the PSAP to know the address of the 911 caller, so that the PSAP is better equipped to provide emergency service. The key components of the E911 network are the Selective Router, the E911 database and the facilities and trunks used to connect the components together. The diagram below provides an overview.



Q. CAN YOU DESCRIBE THE E911 DATABASE IN MORE DETAIL?

A. Yes. The E911 database utilizes information from the 911 caller's service provider and the Master Street Access Guides ("MSAG") to provide the correct location information to the PSAP. AT&T Florida, in conjunction with local emergency service authorities, develops the MSAG data, which contains street and house number information. AT&T Florida provides CLECs with updated MSAG data, in the form of either an email or CD for the areas where the CLEC is providing competing voice services. CLECs use the MSAG information in preparing the end user information that they will enter into the E911 database. The information assists CLECs in making sure that the address information that they have for their end users is in a format that the E911 database can accept, and that the E911 database has the necessary routing information to route calls from that address to the correct PSAP. Carriers enter this information into the E911 database through the Database Management System ("DBMS").

Q. HOW DOES AT&T FLORIDA TYPICALLY PROVIDE 911/E911 SERVICES TO CLECS?

A. CLECs typically offer competing voice service. As a result, a CLEC will need to offer the capability for its end users to access the proper PSAP for 911. AT&T Florida therefore offers the ability for

the CLEC to establish facilities and trunks from its end office to an AT&T Florida Selective Router, as well as the ability for the CLEC to enter and update its end users' information in the E911 database. AT&T Florida includes these provisions for CLECs in its generic ICA. This is Scenario 1 that I discussed above.

Q. WHAT OTHER 911 SCENARIOS NEED TO BE EXPLAINED?

A. Unlike a traditional CLEC, Intrado wishes to provide the Selective Router and E911 database capabilities to PSAPs. To the extent that Intrado does so, voice providers, including AT&T Florida, will need to connect to Intrado's Selective Router so that their end users will be able to reach the PSAP(s) served by the Intrado Selective Router. This is Scenario 2 discussed above.

Q. SHOULD SCENARIO 2 BE INCLUDED IN THE ICA?

A. No. Ms. Pellerin discusses why this is improper from a regulatory policy perspective in her testimony concerning issue 1. In addition, as I discuss later with respect to Issues 4 and 5, Intrado seeks to force a network arrangement on AT&T Florida that AT&T Florida has no obligation to agree to, that is not within the proper scope of a Section 251 ICA, and that is contrary to FCC rules. Terms and

conditions for Scenario 2 should be included in a separate, non-Section 251 agreement.

Q. HAS AT&T FLORIDA NEVERTHELESS PROVIDED LANGUAGE REGARDING SCENARIO #2?

A. Yes, but only out of an abundance of caution. AT&T Florida does not believe the ICA should contain any terms and conditions regarding Scenario 2 at all. If the Commission were to disagree, however, the language that AT&T Florida would propose is included in Sections 5 and 6 of the 911 Appendix. If the Commission agrees with AT&T Florida that Scenario 2 is not properly included in a Section 251 agreement, no language is required.

Q. IS THERE A THIRD SCENARIO THAT INTRADO SEEKS TO INCLUDE IN THE ICA?

A. Yes. Scenario 3 involves the transfer of 911 calls from an AT&T Florida PSAP to an Intrado PSAP or vice versa.

Q. SHOULD TERMS FOR SCENARIO 3 BE INCLUDED IN A SECTION 251 ICA?

A. No.

Q. PLEASE EXPLAIN.

A. Scenario 3 involves the transfer of calls from an AT&T Florida-served PSAP to an Intrado-served PSAP, which would occur by sending the 911 call through AT&T Florida's Selective Router to Intrado's Selective Router, or vice versa. Intrado seeks to dictate ICA terms that require such PSAP to PSAP call transfers and establish the terms and conditions, including network architecture, for making them. The terms are not appropriate for inclusion in a Section 251 ICA because arrangements for these call transfers are only necessary when the PSAP requests them and can only be established using the facilities, protocols, etc. that the specific PSAP requests. A PSAP might request such a service if it erroneously receives calls that should be directed to a different PSAP. For example, a customer on a cellular phone may call 911 from a location served by a PSAP other than the PSAP that is assigned to receive calls from that wireless customer. To allow call transfers between PSAPs in such instances, both Intrado and AT&T Florida would need to work with the PSAPs to determine the exact capabilities that the PSAPs request and the operating protocol that the PSAPs support. Then Intrado and AT&T Florida

would need to establish trunks and facilities between their Selective Routers that are configured using protocols that allow the PSAPs to transmit and receive the information they request. In addition, Intrado and AT&T Florida may each need to update their respective ALI databases with information to support the ALI information required by this scenario.

The PSAPs and relevant government agencies need to be included in any such agreement for Selective Router to Selective Router call transfers. AT&T Florida is certainly willing to negotiate non-Section 251 agreements with Intrado and the E911 customers to address such circumstances (as it has done with PSAPs and other carriers in the past), and has proposed language in Section 1.4 of the 911 Appendix that would require it to do so, but I do not believe that the blanket terms proposed by Intrado are best suited to maintain the PSAP input and flexibility necessary for such arrangements. AT&T Florida simply proposes to deal with Intrado in the same way it has successfully dealt with other carriers and PSAPs in this situation. I more fully discuss this issue in Issue 5.

General Comments

Q. DOES INTRADO SEEK AN INTERCONNECTION

ARRANGEMENT THAT WOULD PERMIT INTRADO TO ENTER THE MARKET AND COMPETE ON A LEVEL PLAYING FIELD WITH AT&T?

A. No. Intrado is seeking to establish an interconnection arrangement that would improperly shift Intrado's network and facility costs to AT&T Florida. Also, as evidenced in their request for a Declaratory Statement from the Commission, Intrado is also attempting to prohibit AT&T Florida from being compensated for services it provides to a PSAP, when Intrado provides service to the PSAP as well. For example, if an AT&T end user originates a 911 call, AT&T will provide ANI to Intrado, without which Intrado could not route the call to the correct PSAP. On top of that, Intrado seeks to radically change the way E911 traffic has been successfully routed over these many years when an AT&T Florida wire center is split between PSAPs that AT&T Florida and another carrier serve.

Q. WOULD AT&T BE WILLING TO ENTER INTO A NON-SECTION 251 AGREEMENT WITH INTRADO?

A. Yes. As AT&T Florida has made clear, it has no problem entering into non-Section 251 agreements to cover the only relevant scenarios here, Scenarios 2 and 3, just as it has done with other

carriers and PSAPs. Entering into such agreements would give Intrado everything it purports to need to compete on a "level playing field" with AT&T Florida. Additionally, AT&T Florida has tariffed facilities made publicly available for purchase, which would give Intrado all three of the network functionalities Intrado agrees are necessary. Furthermore, AT&T Florida has standard ICA language that any CLEC can accept that allows it to use AT&T Florida's Selective Router, ALI database, and network transport facilities. If anything, Intrado is operating at an *advantage* to AT&T Florida, as it is not required to offer its competing services via tariff and ICA. My suspicion is that Intrado is seeking to use Section 251 not to achieve a level playing field, but rather to obtain an unwarranted regulatory advantage.

Q. WHY THEN IS INTRADO REQUESTING AN ICA?

A. Rather than negotiate a non-Section 251 agreement, (and rather than negotiate as Section 251 requires) Intrado has rushed to arbitration, seeking to force a Section 251 ICA on AT&T Florida. To effectuate this goal, Intrado has proposed lopsided language that would routinely shift costs to AT&T Florida and impose one-sided obligations. For example, when a wire center overlaps multiple PSAPs, Intrado proposes language that would require AT&T to use

Class Marking at the end offices, which would mean issuing service orders for each AT&T customer to change line records, instead of using the existing centralized 911 database at the Selective Router. NENA (National Emergency Number Association) does not recommend end office Class Marking, which would be a potential disaster from a 911 routing perspective[3]. Intrado proposes language that would require AT&T Florida to bear such costs in the 911 Appendix, sections 6.1.1.1, 6.1.1.2 and 6.1.1.3[4]. This would raise AT&T Florida's costs and allow Intrado to offer its services to PSAPs at discounted rates, putting AT&T Florida at an unfair competitive disadvantage (Issue 3). Intrado has also proposed language that would require AT&T Florida to offer redundant facilities, while Intrado would have no such obligation, again giving Intrado an unfair competitive advantage and possibly compromising public safety (Issue 4). Similarly, Intrado has proposed language that would require AT&T Florida to be responsible for long-haul interstate transport facilities (Issue 4), despite the fact that the

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[3] Exhibit MN-4 - NENA *Standard for* E9-1-1 *Default Assignment and Call Routing Functions* NENA 03-008, Version 1, January 19, 2008, § 2.1 Call Routing Facts (at para. 1) "9-1-1 call routing accuracy may be affected by various factors ranging from lack of up-to-date identification of the subscriber's service address/calling location; delay in service order processing; default call routing rules used to support the subscriber's NPA NXX, the serving area or the network elements..." (at para. 3) "It must also be recognized that "default" call routing is not the same as a "misroute". Misrouted calls are generally caused by incorrect information associated with the caller due to a human or mechanical failure, whereas default routed calls are caused by a lack of selective routing information."

[4] See Exhibit MN-1.

Telecom Act requires Intrado to provide the facilities necessary to reach the ILEC's network.

Q. IN THIS ARBITRATION, WHAT ARE THE MAJOR ISSUES INTRADO INTRODUCES FROM A 911 NETWORK PERSPECTIVE?

A. There are two major network issues that are more critical in nature than a typical CLEC ICA arbitration, due to the high importance of 911 traffic. The first is how E911 traffic is routed between AT&T Florida and Intrado and the second is the location of the Point of Interconnection (POI).

Q. DURING MAJOR CONVERSION PROJECTS, ARE THERE ASPECTS OF 911/E911 NETWORKS THAT CAN AFFECT PUBLIC SAFETY?

A. Yes. The Public Switched Telephone Network (PSTN) is a very redundant resilient network. The transport facilities in a 911 network are engineered to an even higher level of redundancy and diversity than the standard PSTN, due to the potential loss of life that is associated with the emergency functions the network performs. The personnel receive additional training to understand the intricacies of this network. In my previous organization,

technicians had to be "qualified" before they were allowed to perform maintenance and provisioning for 911 translations. For good reason, the qualifications are high, and the cost of error is even higher.

Q. DO YOU HAVE ANY PRELIMINARY STATEMENTS ABOUT THE CONTRACT APPENDICES THAT ARE AT ISSUE?[5]

A. To the extent a Section 251 ICA is to be established at all, AT&T Florida's position is that issues regarding 911 should be included in the 911 Appendix rather than in the Appendices used to describe the network obligations for traditional voice traffic. Terms for voice traffic and 911 traffic must be kept separate to reduce confusion, because 911 and traditional voice traffic are engineered and provisioned differently. For example, a CLEC may establish a single point of interconnection (POI) for its voice traffic. However, because of the unique and critical nature of 911 traffic, a single POI is not appropriate and the CLEC needs to establish a secondary POI for diversity. Dedicated trunks and diverse facilities to each AT&T Florida Selective Router that serves a PSAP exist already that each CLEC uses to deliver 911 traffic. If the 911 facility and

[5] It is not clear that Intrado offers or will offer telephone exchange service or exchange access at all, which are prerequisites to seeking Section 251(c) interconnection. That is an issue for legal briefs.

trunking obligations were intermingled with the facility and trunk group obligations for traditional voice traffic, it would cause confusion as to how to identify and acknowledge the different network obligations. I believe that Intrado agrees to these two additional appendices, but want to make clear the differences between them. In negotiations with Intrado in other states on this issue, Intrado has agreed to this concept and the parties have worked toward negotiating language into the 911 Appendix.

Q. ARE THERE ANY OTHER PRELIMINARY ITEMS THAT MAY BE PERTINENT TO THIS ARBITRATION?

A. Yes. As a helpful tool, I am attaching a brief description of facilities and trunks as Exhibit MN-3.

Specific Arbitration Issues

Q. WHICH ISSUES REMAIN UNRESOLVED?

A. Issues: 3a, 3b, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7a, 8b, 9, 10, 30

Issue 3a: What trunking and traffic routing arrangements should be used for the exchange of traffic when Intrado is the

designated 911/E911 Service Provider?

Appendix 911: § 6.1.1, 6.1.1.1, 6.1.1.2, 6.1.1.3, 6.2.1

Appendix ITR: § 4.2

Q. WHAT ARE THE DISPUTES UNDER ISSUE 3(a)?

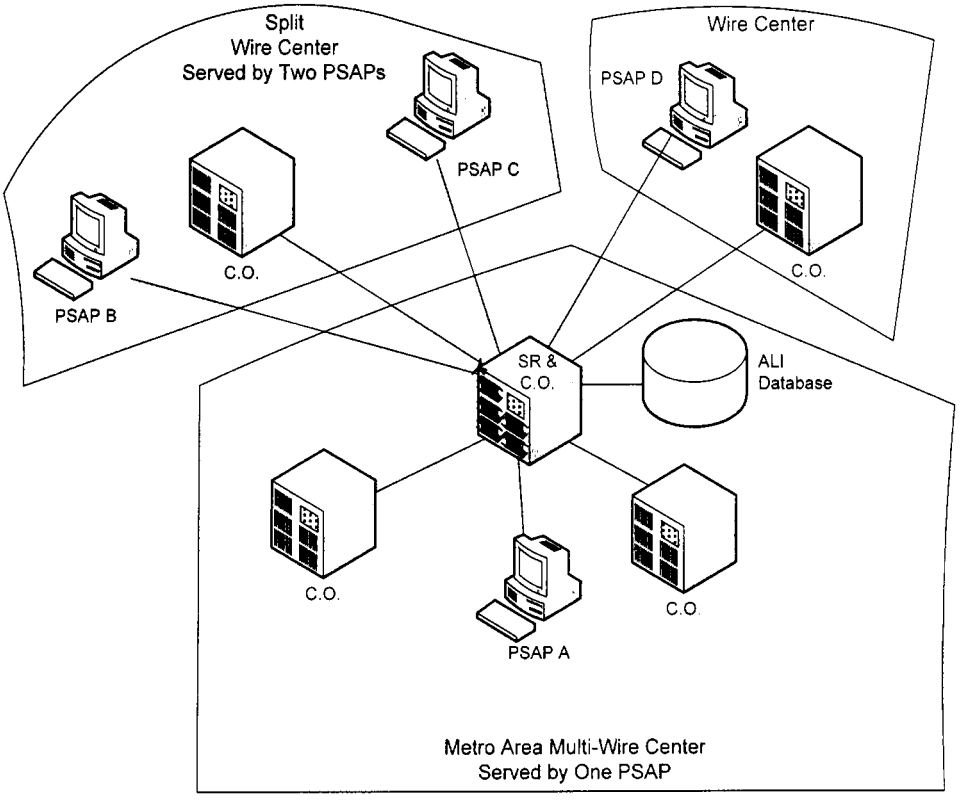
A. There are two main disputes: (i) In a split wire center[6], which carrier's Selective Router should be the "Primary" Selective Router for that wire center? and (ii) Should AT&T Florida be required to use Class Marking? Also, depending on whether the Commission agrees with AT&T for issue 2, Intrado's language in Appendix ITR in Section 4.2 will become important to normal PSTN routing of traffic.

Q. WHAT IS A "SPLIT" WIRE CENTER?

A. A split wire center is an AT&T wire center where there are PSAPs served by AT&T and by Intrado. A wire center boundary follows the local loop cable footprint serving a specific geographic area and may or may not overlap municipal jurisdictions. Since PSAPs typically follow municipal or other governmental jurisdictions, a wire

center may encompass the territory of two or more PSAPs that are served by different carriers (e.g., one by AT&T Florida and one by Intrado) and thus be "split."

Below is a diagram depicting a typical overlapping scenario:



Q. HOW IS THE ROUTING OF 911 CALLS HANDLED TODAY IN SPLIT WIRE CENTERS IN AT&T FLORIDA'S SERVICE AREA?

[6] AT&T defines wire center as "the location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises."

A. Today, 911 calls in a split wire center are routed to the designated "Primary" Selective Router, which then either routes the call directly to a PSAP served by that router or, if necessary, sends the call to the "Secondary" Selective Router (the one owned by the other carrier serving a PSAP for that wire center), which then sends the call to the correct PSAP served by that router. The determination of which carriers Selective Router is Primary and which is Secondary is based on which router serves PSAPs that serve the clear majority of access lines (customers) in the wire center. This is the fairest method and is the method that carriers in the industry use today. For example, this is how AT&T Florida deals with wire centers that are split between its PSAP customers and PSAP customers of an adjacent ILEC.

Q. HOW DOES AT&T FLORIDA PROPOSE TO HANDLE THE ROUTING OF 911 TRAFFIC IN WIRE CENTERS THAT ARE SPLIT WITH INTRADO?

a. AT&T Florida's language would use the same Primary/Secondary Selective Router relationship and process that it uses with adjacent ILECs today. All calls from split wire centers would route to the Primary Selective Router, where a determination would be made

via the ALI database to route the call directly to a PSAP or deliver the call to the Secondary Selective Router for delivery to a PSAP.

Q. WHY DOES AT&T FLORIDA'S PROPOSAL MAKE SENSE?

A. Selective Routers serve multiple PSAPs, and the centralized ALI database determines the route to the correct PSAP, based on the ANI digits. This is a reliable process that has been in place for many years and is a critical component in a 911 network.

Q. WHAT IS INTRADO'S PROPOSAL ON THIS ISSUE?

A. Intrado's primary proposal is to do away with the Primary/Secondary system altogether and instead force AT&T Florida (and all other carriers) to adopt a new system based on "Class Marking." Alternatively, Intrado's back-up proposal is that it be automatically designated as the Primary Selective Router provider in all split wire centers, regardless of how many lines are served by its PSAP customer.

Q. WHAT IS CLASS MARKING?

A. Class Marking is a type of screening where individual line screening must be performed on each and every subscriber line. Thus,

instead of being sent to a Selective Router, every 911 call would be routed directly to a PSAP from each end office, or in the case of Intrado, to Intrado's Selective Router.

Q. DOES AT&T FLORIDA USE CLASS MARKING FOR 911 CALLS TODAY?

A. No.

Q. HAS AT&T FLORIDA EVER USED CLASS MARKING FOR 911 CALLS?

A. No.

Q. DOES ANY AT&T ILEC USE CLASS MARKING FOR 911 CALLS TODAY, OR HAS EVER USED CLASS MARKING, FOR THIS PURPOSE?

A. No.

Q. DOES NENA RECOMMEND USING CLASS MARKING FOR 911 CALLS?

A. No. NENA has recently issued a recommended Standard for E9-1-1 Default Assignment and Call Routing Functions[7]. This standard "identifies and defines methods used to assign defaults and route 9-1-1 calls when circumstances prevent normal selective routing."[8] Under normal circumstances, Selective Router capabilities are always available, and it could be potentially catastrophic to allow a network designed specifically to serve public safety to not use a Selective Router. "NENA does not recommend the use of LCCs"[9]. LCC stands for Line Class Codes, which is the switch name for the individual line screening mentioned earlier that is used for Class Marking.

Q. WHAT ARE SOME OF THE PROBLEMS WITH CLASS MARKING?

A. Class Marking is expensive, requiring costly changes at both the wire center level and on each individual line, and presents serious reliability concerns by replacing the use of a centralized database, where all the relevant information is maintained, with reliance on changes being made at every affected wire center. At the wire

[7] See Exhibit-MN-4

[8] Id at 1.1

[9] Id at 2.4.8.5

center level, Class Marking would require that special, complicated switch translations (software) be built into every split wire center switch for each class of service (e.g., 1FR and 1FB[10]) and for each PSAP served within the split wire center office. This would require thousands of minute translations changes across the network, along with a parallel amount of changes in provisioning and billing systems that would be required to properly identify which street address ranges should route to which PSAPs.

Once all of these system changes have been made, then the project of converting customer lines would begin. Each line would require a service order to be issued to change the properties associated with the individual customer's service to "Class Mark" that line to the correct PSAP.

These kinds of changes are expensive, time-consuming, and present innumerable opportunities for human errors or other errors that could reduce the reliability of 911 service in split wire centers. Moreover, Intrado's language in Appendix 911 at section 6.1.1.2 would charge AT&T Florida for using the more reliable process of a

[10] The symbols 1FR and 1FB are examples of class of service designations for single line flat rate residential local exchange service and single line flat rate business local exchange service. There are numerous classes of service depending on the service and rate plan provided to the end user.

centralized database, instead of the de-centralized method Intrado suggests. Also, in conjunction with this issue are disputes related to pricing, which Ms. Pellerin addresses.

Q. DO ANY OF THOSE PROBLEMS EXIST WITH AT&T'S PROPOSAL?

A. No.

Q. WHY SHOULD THE COMMISSION REJECT INTRADO'S ALTERNATIVE POSITION THAT INTRADO SHOULD ALWAYS BE DESIGNATED AS THE PRIMARY SELECTIVE ROUTER?

A. The Commission should reject Intrado's proposed language because it seeks to shift costs it should bear to AT&T Florida and/or imposes unnecessary and unwarranted costs on AT&T Florida – giving Intrado an unearned and unfair competitive advantage. Under established practice, the carrier designated as the Primary Selective Router bills the PSAP that ultimately receives the call for selective router functionality. Intrado seeks to game that system, bringing more revenue to itself and denying revenue to AT&T Florida, by asserting that it always be designated the Primary Selective Router, even when Intrado does not serve the majority of 911 calls. There is no logical basis why Intrado

should always be the Primary Selective Router, particularly in wire centers where AT&T Florida's PSAP customers serve the clear majority of access lines in the wire center, and thus will likely be receiving the clear majority of 911 calls.

We know that AT&T Florida's proposal works today, which is not only an industry standard, but recommended by NENA as well.

Q. THE PARTIES ALSO HAVE A DISPUTE IN APPENDIX ITR SECTION 4.2 IN THE 13-STATE TEMPLATE. DOES INTRADO'S PROPOSED LANGUAGE IN ITR SECTION 4.2 AFFECT THE ROUTING OF PSTN TRAFFIC?

A. Yes. Appendix ITR includes provisions for non-911 trunking requirements and is therefore not relevant to any disputes regarding 911 service. Rather, Appendix ITR relates to interconnection trunking requirements for PSTN traffic. AT&T Florida's language defines the various categories of tandem switches that may require a carrier to establish trunking for call completion to the end offices grouped behind those tandems. The Local Exchange Routing Guide (LERG) is the national routing database. All LECs use this database to input their NPA-NXX information and lists the Local, Feature Group B and D tandems

where they want other carriers not directly interconnected with them to route their traffic. Not routing per the LERG will result in misrouted traffic and possibly blocked calls.

Intrado has substituted the word "may" for "shall" where AT&T would ask a carrier to establish trunking to the correct tandem. Without a trunk group at these tandems, there is a possibility that there could be misrouted traffic or blocked calls. Intrado may never send PSTN traffic anywhere, as it only wants to route 911 traffic, but the language AT&T proposes is important if they ever do (or if another CLEC adopts Intrado's ICA).

Q. HOW SHOULD THE COMMISSION RULE ON THE DISPUTE IN ITR SECTION 4.2?

A. The Commission should adopt AT&T's language, as it is necessary for the completion of traffic to the right end office and ultimately the right end user.[11]

Issue 3b: What trunking and traffic routing arrangements

[11] As Ms. Pellerin explains in her testimony for Issue 2, Appendix ITR is a 13-state document that would be excluded from the ICA if the Commission determines that the 9-state template is the appropriate basis for the parties' ICA. To the extent Intrado might raise the same issue in the 9-state template, the Commission should adopt AT&T Florida's language in that context as well for the reasons described above.

should be used for the exchange of traffic when AT&T is the designated 911/E911 Service Provider?

Appendix 911: § 4.2.1

Appendix ITR: § 4.2

Q. PLEASE EXPLAIN AT&T FLORIDA'S POSITION REGARDING ISSUE 3B.

A. This issue involves traffic from Intrado's end users (if it had any) to AT&T Florida's PSAP customer (Scenario 1). The language in dispute requires Intrado to provide for the appropriate trunks and routing arrangements that should be used to interconnect to AT&T Florida's Selective Routers.

Q. DOES INTRADO'S PROPOSED LANGUAGE IN APPENDIX ITR SECTION 4.2 AFFECT THE ROUTING OF PSTN TRAFFIC WHEN AT&T FLORIDA IS THE DESIGNATED 911/E911 SERVICE PROVIDER?

A. Yes. Regardless of which carrier is providing 911 service, the correct trunking for PSTN traffic must be established, as I have previously stated in issue 4a. The Commission should rule that the

proposed AT&T Florida language is appropriate and should be used in the ICA. If Intrado does not build all of the appropriate trunk groups for each type of traffic, calls will not route correctly and may result in blocked calls.

Issue 4: What terms and conditions should govern points of interconnection (POIs) when:

a) Intrado is the designated 911/E911 service provider?

Appendix 911: § 2.16, 6.2.2, 6.3, 6.3.2, 6.3.5

Appendix 911 NIM: § 4.1, 4.1.1, 4.2, 4.2.1

b) AT&T is the designated 911/E911/ service provider?

Appendix 911: § 2.16, 3.3.2, 4.1.1, 4.2.2, 4.2.4

Appendix 911 NIM: § 2.2, 3.1.1, 3.2.1, 3.3.1, 3.3.2, 3.3.7

Appendix NIM: § 2.2, 2.3

Q. WHAT IS THE DISPUTE HERE?

A. The dispute is over the number and locations of Intrado's points of interconnection (POIs) to AT&T Florida (Scenario 2), as well as the definition of POI itself.

Q. WHAT IS A POI?

A. When two telecommunications companies interconnect their networks

together, facilities are physically connected, linking the two networks to one another. The point at which this connecting or linking takes place is known as the Point of Interconnection or POI. The physical linking of the two companies' facilities creates an end to end facility path that will allow each company to establish the trunking network between their switches. The POI is only created when a CLEC's facilities are physically connected to AT&T Florida's network.

Q. WHAT IS INTRADO'S PROPOSAL?

A. Intrado proposes that it be allowed to establish a single POI at a location that Intrado chooses in order to deliver 911 traffic to AT&T Florida, but that AT&T Florida be required to establish two POIs on Intrado's network to send calls to Intrado when Intrado is the 911 service provider.

Q. WHAT DOES AT&T FLORIDA PROPOSE?

A. AT&T Florida proposes that the parties interconnect their networks at the AT&T Florida Selective Router location(s) and send traffic to each other there. This position makes the most sense from an engineering and service viewpoint, as the parties will each have facilities at that location, as well as from a regulatory perspective, which requires a

carrier connecting to an ILEC under Section 251 to establish the facilities to connect to the ILEC network. I explain both of these points in further detail below.

Q. IS AT&T'S PROPOSAL CONSISTENT WITH THE WAY IT INTERCONNECTS WITH ADJACENT ILECS FOR ROUTING 911 CALLS TODAY?

A. Yes. AT&T Florida's proposed language is consistent with the way that other ILECs are interconnected to AT&T's Selective Router location.

Q. IS AT&T FLORIDA PROPOSING TO TREAT INTRADO THE SAME WAY IT TREATS ADJACENT ILECS?

A. Yes. AT&T Florida proposes to treat Intrado the same way, although pursuant to Section 251. Intrado's POI must be on the AT&T Florida network, instead of at the exchange area boundary, as it would be for a non-competing ILEC.

Q. WHAT PROBLEMS WOULD ARISE IF INTRADO DID NOT INTERCONNECT AT AT&T'S SELECTIVE ROUTER LOCATION?

A. If Intrado is not required to connect to AT&T Florida at AT&T Florida's

Selective Router, Intrado's proposed language in the 911 and 911 NIM Appendices would require all carriers to re-route their facilities from that Selective Router to the different POI that Intrado proposes, imposing costs and risking service interruptions for 911 traffic. 911 interruptions can cause loss of life and property. The risk seems unnecessarily high with Intrado's proposal, whereas AT&T's proposal will require only cross-connect changes and not a total facility re-route.

Q. ARE THERE OTHER PROBLEMS WITH INTRADO'S INTERCONNECTION PROPOSAL?

A. Intrado's proposed language is unfair and one-sided. To begin with, Intrado has proposed language that would allow it to establish a single POI but would require AT&T Florida to establish two POIs on Intrado's network. That is both unreasonable on its face and extremely unfair in practice. I am not an attorney, but it is my understanding that when a party seeks interconnection under Section 251(c)(2), it is the CLEC's obligation to supply the facilities and equipment necessary to reach the ILEC's network. Intrado seeks to turn that principle on its head, forcing AT&T Florida to provide all the facilities and equipment necessary to reach Intrado's network.

Q. ARE THERE INHERENT PROBLEMS WITH THE CONCEPT OF A

SINGLE POI IN A 911 ENVIRONMENT?

A. Yes. A single Point of Interconnection is also a single point of failure. Best practices, industry forums and the recent Post Hurricane Katrina Independent Panel all agree that redundant, diverse facilities should be established for 911 traffic. Intrado apparently agrees that diverse facilities should be used when AT&T Florida pays for them, but when Intrado is responsible for the costs involved it seems that Intrado no longer believes that such diversity is needed. AT&T recommends multiple POIs for 911 service, with one of them being at the Selective Router location. Intrado's language would allow them to establish a POI at a convenient location for Intrado and expect not only AT&T, but all carriers to move their facilities to the Intrado POI, possibly disrupting 911 service in the process.

Q. IF INTRADO IS TREATED AS A CLEC AND ALLOWED TO PICK ITS POI, WHY SHOULD IT BE REQUIRED TO INTERCONNECT AT AT&T'S SELECTIVE ROUTER LOCATION?

A. 911 traffic is different than regular PSTN voice traffic and is subject to more stringent guidelines for network diversity and reliability, as I previously mentioned. Also, other carriers will be affected by where Intrado interconnects with AT&T, since all those other carriers are

already connect to AT&T Florida's Selective Router, but would need to re-route facilities and establish new connections if Intrado established a POI somewhere else..

Q. DO ANY OF THESE PROBLEMS YOU HAVE DISCUSSED EXIST WITH AT&T'S PROPOSAL?

A. No.

Q. WHAT IS THE DISPUTE WITH INTRADO'S PROPOSED LANGUAGE IN SECTION 2.2 OF APPENDIX NIM?

A. The dispute centers on where the POI is located for PSTN traffic. As I have stated earlier in my testimony a requesting CLEC must establish a POI on the ILEC's network. In the TRRO at ¶ 138, the FCC states that CLECs

> can choose to locate their switches close to other competitors' switches, maximizing the ability to share costs and aggregate traffic, or close to transmission facilities deployed by other competitors, increasing the possibility of finding an alternative wholesale supply.

Also, according to the FCC[12], if a CLEC does want to interconnect at

[12] FCC First Report and Order - ¶¶ 199, 200, 209 – "Of course a requesting carrier that wishes a 'technically feasible' but expensive interconnection would, pursuant to section 251(d)(1), be required to bear the cost of that interconnection, including a reasonable profit." "[T]o the extent incumbent LECs incur costs to provide interconnection or access under sections

any technically feasible point, they must bear the cost of such interconnection arrangement. Intrado's language ignores the requirement that they must establish their POI at an AT&T Florida End Office or Tandem building for PSTN traffic. The Commission should adopt AT&T's language, as it follows existing law and will minimize potential disputes when establishing interconnection arrangements between the parties.

Issue 4: What terms and conditions should govern points of interconnection (POIs) when:

c) Intrado requests the use of a mid-span meet point?

Appendix NIM: § 3.3.1.1

Q. WHAT IS THE DISPUTE HERE?

A. This is part of issue 2 and the 13 State ICA NIM Appendix for PSTN traffic. It is my understanding that Intrado's proposed language for a mid-span meet point does not comport with federal law. Intrado ignores the Act and grants themselves "sole discretion" as to when, where, and how to establish a POI. Section 251(c)(2)(B) of the Act is very clear

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251(c)(2) or 251(c)(3), incumbent LECs may recover such costs from requesting carriers." "Moreover, because competing carriers must usually compensate incumbent LECs for the additional costs incurred by providing interconnection, competitors have an incentive to make economically efficient decisions about where to interconnect."

that incumbent LECs must provide for interconnection at points "within the carrier's network."

Q. ARE THERE OTHER PROBLEMS WITH INTRADO'S PROPOSED LANGUAGE?

A. Yes. As in other areas of the ICA, Intrado is not only shifting its costs to AT&T Florida, they are attempting to limit AT&T's ability to be compensated. Since this is PSTN traffic, it will include all possible traffic types except 911. Intrado's language clearly states that AT&T Florida is responsible for 50% of Intrado's facility cost and "*will not bill the other Party for any portion of those facilities*" – even if Intrado uses 90% of the facilities for traffic and AT&T Florida uses only 10%. This is another attempt by Intrado to avoid paying AT&T for the services it provides.

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?

Appendix 911: § 7.4.1.4, 7.4.1.5

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?

Appendix 911: § 1.3, 1.4

Q. WHICH SCENARIO IS INVOLVED WITH THIS ISSUE?

A. This issue concerns Scenario 3 and call transfers between AT&T Florida and Intrado Selective Routers for their respective PSAP Customers.

Q. WHAT IS THE DISPUTE?

A. Intrado wants mandatory PSAP-PSAP call transfer with ALI everywhere. AT&T's position is that terms for such call transfer capability do not belong in an ICA, but in any event it should not be done with fixed contract terms between AT&T and Intrado. Rather, the PSAPs at issue must be involved and all parties must work together.

Q. IS IT SAFE TO ASSUME THAT ALL CARRIERS THAT WANT THIS CAPABILITY WILL WANT IT SET UP IN THE SAME WAY, i.e., THE WAY DICTATED BY INTRADO'S PROPOSED LANGUAGE?

A. No. When PSAPs do formally request such call transfer capability, they

may not all want to set it up the same way. Different PSAPs may want different arrangements. All parties need to work together to meet the specific desires of the affected PSAPs.

Q. WOULD AT&T FLORIDA INCUR COSTS TO IMPLEMENT SUCH A CAPABILITY, AND IF SO, DOES INTRADO'S PROPOSED LANGUAGE PROVIDE FOR ANY COMPENSATION?

A. Yes, AT&T Florida would incur costs, but no, Intrado's proposed language does not provide for any compensation to AT&T Florida. Implementing this capability would require AT&T Florida to incur costs for facilities, trunks, database storage, extensive translations and testing. Such costs should be incurred only at the PSAP's request, since there would otherwise be no need to incur the expense of providing facilities and trunks for a capability that the PSAP didn't ask for or intend to use. Moreover, the engineering and implementation of such an architecture must be designed and implemented in conjunction with the PSAP as well as any other relevant government agency. Unlike facility and trunking arrangements in a Section 251 ICA, these facilities and trunks would be deployed not to effectuate interconnection between AT&T Florida and Intrado, but rather solely to meet a specific request of the E911 Customers, who are not a party to this agreement. This is one reason why such provisions should not be placed in a

Section 251 ICA. Intrado's language would cut the PSAP out of the process and require that facilities and trunks be provisioned and implemented only one way every time, despite the fact that the PSAPs may want something different, new or unique. Alternatively, Intrado may push to represent only the needs of Intrado's 911 Customer, at the expense of the others, who also deserve a say in how this traffic is routed. As Intrado itself has recognized, "Increasingly, PSAPs and regional authorities are demanding customization"[13].

Q. DOES INTRADO'S PROPOSAL ALSO IMPROPERLY SHIFT COSTS TO AT&T FLORIDA?

A. Yes. Under the established practice today, when AT&T Florida incurs the costs to implement the capability for Selective Router-to-Selective Router call transfers, the requesting PSAP compensates AT&T Florida for those costs. Under Intrado's proposal, however, AT&T Florida would be required to incur all the costs to implement this capability, regardless of whether any PSAP requested it, yet neither the PSAP nor Intrado would compensate AT&T Florida for any of its costs. In effect, Intrado is trying to force AT&T Florida to spend the money to implement new capabilities so that Intrado can then attract PSAP customers by

[13] Intrado December 18, 2006 letter, included as Exhibit MN-5 to my testimony.

promising that those capabilities will be available at reduced rates.

Q. IF INTRADO'S LANGUAGE ISN'T ACCEPTED THEN WOULDN'T AT&T FLORIDA JUST REFUSE TO IMPLEMENT THE FACILITIES AND TRUNKS REQUIRED TO SERVE THE PSAPS?

A. No. AT&T Florida would not refuse implementation. However, to ease Intrado's concern on this issue, AT&T Florida has proposed language in Section 1.4 of the 911 Appendix that would require both Intrado and AT&T Florida to work together and enter into a separate agreement – with the assistance of the PSAPs and necessary government agencies – to effectuate such an arrangement. Thus, accepting AT&T Florida's proposed language would accomplish two goals. First, it would require AT&T Florida to work with Intrado, which it would do anyway; and second, it would allow PSAPs to remain in the picture to ensure that the specific functionalities that they request are provided in a manner acceptable to them.

Issue 6:

a) Should requirements be included in the ICA on a reciprocal basis for:
1) trunking forecasting;
2) ordering; and
3) service grading?

b) If not, what are the appropriate requirements?

Appendix ITR: § 6.1, 8.6, 8.6.1

Attachment 3: § 4, 5, 6

Q. SHOULD FORECASTING REQUIREMENTS BE INCLUDED IN THE INTERCONNECTION AGREEMENT?

A. Yes, they should, but they should also be fair and reciprocal. In order to insure that AT&T Florida has enough trunks to meet the demand of a requesting carrier's traffic, a CLEC must provide its trunk forecast. AT&T's language follows industry guidelines, principles and standards for trunk planning and engineering. AT&T will make available trunk forecast information to Intrado, but the dispute centers around the initial forecast that AT&T Florida requests of Intrado in ITR Section 6.1. It is very important to size trunk groups properly before adding new traffic.

AT&T Florida's trunk forecast will have no meaning for Intrado, from an initial implementation perspective. Intrado's network is the new network and will have to be sized. AT&T Florida's network is already sized to handle the traffic loads that are presented on a minute-by-minute basis every day.

Q. DOES INTRADO'S PROPOSED LANGUAGE FOR ORDERING

CREATE PROVISIONING PROBLEMS?

A. Yes. Intrado's proposed language would require AT&T Florida to follow whatever ordering procedures that Intrado posts on its website (as well as pay whatever rates Intrado wishes to charge), while AT&T Florida's ordering processes and rates are clearly spelled out and incorporated into the ICA. AT&T Florida has proposed fair and reciprocal ordering, forecasting, and trunk grading language in Sections 4 and 6 of the 911 Appendix, Section 4.9 of 9 State Attachment 3 and Sections 8.6 and 8.6.1 of the ITR Appendix, using standard industry accepted systems and processes (e.g., EXACT system and an Access Service Request (ASR) to place orders).

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?

Appendix 911 NIM: § 5.1, 5.3

Q. WHAT IS BEING DISPUTED IN THE ISSUE FOR 911 NIM SECTION 5.1?

A. AT&T Florida's language in 911 NIM Section 5.1 is necessary when

Intrado establishes facility and trunking arrangements at a new AT&T Selective Router. Intrado seeks to omit such language, but without it there would be no way to establish any new interconnection arrangements for Intrado. The language AT&T proposes is standard language that it offers to all CLECs using established practices that provide for advance notification, using systems that have worked successfully for years and would meet both Intrado's and AT&T's network needs.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should approve AT&T Florida's language, as it is necessary to establish interconnections to AT&T's Selective Routers.

Q. WHAT IS BEING DISPUTED IN THE ISSUE FOR 911 NIM SECTION 5.3?

A. AT&T Florida's language in 911 NIM Section 5.3 is necessary when either party wishes to add or remove switches from their networks. From time to time, with either growth or new technology, a switch is added to the network or retired if it has been deemed to be manufactured discontinued. These projects usually take up to a year, as they require long range planning, capital expenditures and require

coordination with other carriers.

Q. WHAT PROBLEMS ARISE IN USING INTRADO'S PROPOSED LANGUAGE?

A. Intrado has edited the NIM Appendix Section 5.3 and has attempted to make it the language of Section 5.1, which as I just stated is meant to notify AT&T when Intrado intends to establish additional interconnections. Intrado left in the Section 5.3 language regarding the removal and installation of additional switches. However, AT&T's Section 5.3 language allows for a 120 day interval to notify the other party of the intent to install or remove switching machines that require coordinated conversion activity. Replacing a switching system is a very large task and the thirty day period suggested by Intrado, is an insufficient amount of time to prepare for such a task.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. AT&T asks the Commission to rule in favor of AT&T to maintain the necessary language for managing the network elements and provide for good service.

Issue 8:

b) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Intrado is the Designated 911/E911 Service Provider?

Appendix 911: § 7.3.1, 7.3.3

Q. WHAT IS THE DISPUTE HERE?

A. This issue concerns Scenario 3 for the ALI database responsibilities for PSAP-PSAP call transfers. This issue is closely related to Issue 5, where Intrado wants this feature to be included in the ICA. As stated earlier, AT&T Florida believes that the PSAPs of both parties must agree to any call transferring, not just Intrado's. Again, Intrado's proposed language would cut the PSAP out of the process and require database entries to be made regardless of whether both PSAPs agreed to receive these calls or not.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should adopt AT&T's language, as it is fair to all parties. The PSAPs are the 911 customer and this service is specifically for PSAP-PSAP call transfers. They must be involved with the process and AT&T's language allows for that provision.

Issue 9: To the extent not addressed in another issue, which terms and conditions should be reciprocal?

Appendix 911: § 3.1,, 7.1, 7.1.1, 9.2, 9.4, 9.5

Q. WHAT IS THE ISSUE ASSOCIATED WITH THE DISPUTED LANGUAGE IN THE 911 APPENDIX SECTION 3.1?

A. This issue deals with each Party treating the other Party's end user at parity with how they treat their own end user. It is AT&T's position that the 911 customer is not an end user, but rather is in a separate category altogether. Section 3 provides terms and conditions for AT&T Florida's responsibilities when AT&T Florida is the 911 service provider. This is Scenario 1, where Intrado's end users are dialing 911 to access AT&T Florida-served PSAPs. Since this is a service provided to Intrado's end users, it is appropriate that AT&T Florida provide such service at parity with what it provides its own end users. Since AT&T Florida's E911 Customer (i.e., the PSAP) is not dialing 911, it does not make sense to include E911 Customers in this parity provision. AT&T has proposed language to Intrado to resolve this issue, but without response.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should adopt AT&T's language, as it is fair to both parties. AT&T's language provides for parity in the treatment of the end user dial-tone customers who rely on 911 services for their safety. Intrado seeks to define "End User" in an inappropriate way which would include parties that are not customers that actually utilize 911 services. The measure of parity is and must be based on the true end user, as it is their lives and property at stake when they make that 911 call.

Q. WHAT IS THE ISSUE ASSOCIATED WITH THE DISPUTED LANGUAGE IN THE 911 APPENDIX SECTIONS 7.1 AND 7.1.1?

A. This issue concerns the language that AT&T proposes in these sections pertaining to the coordination and provisioning of facilities and trunks, as well as testing all of them prior to passing live traffic. AT&T believes this is a fundamental step in providing service and that AT&T's language is in the best interest of public safety and the general public at large.

Q. HAS INTRADO OFFERED LANGUAGE THAT ACCOMPLISHES

THESE TASKS?

A. No.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should adopt AT&T's language, as it is especially necessary for 911 traffic and the public at large.

Q. WHAT IS THE ISSUE ASSOCIATED WITH THE DISPUTED LANGUAGE IN THE 911 APPENDIX SECTIONS 9.2, 9.4 AND 9.5?

A. This issue deals with any state specific forms that may be required to be filled out for any carrier that provides service and whose end users will be originating 911 calls. AT&T has offered language to Intrado that, if accepted, will address this issue.

Q. HAS INTRADO OFFERED LANGUAGE TO ADDRESS ANY STATE SPECIFIC 911 REQUIREMENTS?

A. No.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should adopt AT&T's language, as it is fair to both parties. AT&T's language allows for a generic term to accommodate any state form that may exist today or in the future. Intrado's language makes reference to the Exhibit 1, which is in use in some of the AT&T Southwest states, but not in all of the states where AT&T provides service. The term that AT&T has proposed is more appropriate, since it can conform to any requirements necessary.

Issue 10: What 911/E911- related terms should be included in the ICA and how should those terms be defined?

Appendix 911: § 2.3, 2.15, 2.19

Q. WHAT IS THE ISSUE ASSOCIATED WITH THE DISPUTED LANGUAGE IN THE 911 APPENDIX SECTIONS 2.3?

A. The language in 911 Appendix Section 2.3 concerns a definition for 911 trunk, which is changed to meet the needs of Intrado, since they are only using Selective Routers and not End Office switches. AT&T has proposed the generic term "switch" in place. This language has been proposed to Intrado, but Intrado has not responded.

Q. WHAT IS THE ISSUE ASSOCIATED WITH THE DISPUTED LANGUAGE IN THE 911 APPENDIX SECTIONS 2.15 AND 2.19?

A. The dispute involves language proposed by Intrado that is vague and ambiguous, even though Intrado has agreed to other language in another state. AT&T's proposed language is the language Intrado agreed to in the other state. It seems logical that if Intrado has agreed to this language before the issue should be resolved. However, it remains open until Intrado determines that it will either accept it or let the Commission decide. The language that both parties have already agreed to elsewhere is the appropriate language.

Issue 30:

a) Should the definitions of Central Office Switch and Tandem Office Switch include selective routers or 911/E911 tandem switches?

Appendix GTC §§ 1.1.42

b) Should the definition of Tandem Office Switch include emergency call routing?

Appendix GTC § 1.1.42.2

Q. WHAT IS THE DISPUTE IN GTC 1.1.42?

A. Intrado's proposed language in GTC Section 1.1.42 creates a new category for the PSTN. Intrado's language provides that any switching system that may be connected is also part of the PSTN.

That opens up sub-switches, such as PBXs, which are definitely not a part of the PSTN. There are guidelines defining the minimum requirements for a class 5 switching system. Telcordia publishes these requirements in the Local Switching Systems Generic Requirements (LSSGR), which is a multi volume document that defines all aspects of a switching system. Intrado's language should not be adopted as it changes the meaning of the definition.

Q. WHAT IS THE DISPUTE IN GTC 1.1.42.2?

A. Intrado has proposed language that is technically incorrect. A tandem switch is sometime referred to as a class 4 switch. The basic function of a tandem switch is to switch calls or traffic between other switches - that is, calls from one switch to another switch for which there is no available direct trunk path connecting those switches. A tandem switch accomplishes this by connecting a trunk, which comes from one switch, to a trunk that goes to another switch. A tandem switch does this for all types of traffic for which it is designed and provisioned. However, it does not function as a Selective Router.

Q. HOW SHOULD THE COMMISSION RULE IN THIS ISSUE?

A. The Commission should adopt AT&T's language for these definitions, which is technically correct and depicts the proper function of the switch that is described. Intrado's does not.

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes, but I reserve the right to supplement my testimony in the event new issues arise.

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit MN-1

APPENDIX 911

AT&T-(state) proposed language is bolded and underlined
Intrado proposed language is italicized and bolded

TABLE OF CONTENTS

AT&T-(state) proposed language is bolded and underlined
Intrado proposed language is italicized and bolded

APPENDIX 911

While AT&T responds to the redlines offered by Intrado it does so with this caveat: AT&T does not believe that Intrado is entitled to an interconnection agreement under federal law.

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions by which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) and CLEC will provide each other with access to the applicable 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to Public Safety Answering Point (PSAPs) as required by Section 251 of the Act.

1.2 The Parties acknowledge and agree that the Parties can only provide 911/E911 Service in a territory where the Party is the E911 network provider, and then only that E911 Service configuration as purchased by the E911 Customer. The Parties' E911 Selective Routers and E911 Database Management System are by mutual agreement being provided under this Agreement on an "as is" basis.

1.3 Each Party shall provide access to its respective E911 Selective Routers as described herein only where a PSAP and/or E911 Customer served by the E911 Selective Routers has requested and approved the Party to carry E911 Emergency Services call**, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer.**

1.4 ***Intentionally Omitted*** **If a 911/E911 Customer requests either Party to establish a PSAP to PSAP transfer arrangement, the Parties will negotiate such a separate agreement consistent with the 911/E911 Customer 's request for such an arrangement. The 911/E911 Customer will be a party to this separate agreement.**

2. DEFINITIONS

2.1 "**911 Service**" means a service that uses a universal telephone number to provide the public access to the PSAP by dialing 911. Basic 911 Service collects 911 calls from one or more local exchange switches that serve a geographic area.

2.2 "**911 System**" or "**E911 System**" means the set of network, database and customer premise equipment (CPE) components required to provide 911 Service.

2.3 "**911 Trunk**" or "**E911 Trunk**" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from **AT&T-(STATE)** or CLEC 's ***End Office*** **Switch** to the E911 System.

2.4 "**Automatic Location Identification**" or "**ALI**" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.5 "**Automatic Number Identification**" or "**ANI**" means the telephone number associated with a communications device that originates an emergency call, which is the number used to route an E911 call to the appropriate PSAP for use in retrieving the associated ALI record for display to the call taker, the access line from which a call to 911 originates.

2.6 "**Company Identifier**" or "**Company ID**" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.7 "**Database Management System**" or "**DBMS**" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E911 Systems.

2.8 **"Designated 911/E911 Service Provider"** means the entity designated by the 911/E911 Customer to provide 911 services to the PSAPs in their jurisdictional serving area.

2.9 "**911/E911 Customer**" or "**PSAP**" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.10 "**E911 Universal Emergency Number Service**" (also referred to as "**Enhanced 911 Service**") or "**E911 Service**" is a communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.

2.11 "**Emergency Services**" means police, fire, ambulance, rescue, and medical services.

2.12 "**Emergency Service Number**" or "**ESN**" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

2.13 **"Master Street Address Guide"** means a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E911 calls.

2.14 "**National Emergency Number Association**" or "**NENA**" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, recommend standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.15 "**Pseudo-ANI**" or "**pANI**" means a ***10 digit*** **telephone** number ***that is*** used ***in place of ANI for E911 call routing and the delivery of dynamic ALI information*** **to support routing of wireless 911 calls or nomadic VoIP 911 calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed. Pseudo-ANI is also known as routing number.**

2.16 **"Point of Interconnection" or "POI"** means a point on ***one Party's*** **the AT&T-(STATE)** network **(E911 Selective Router building) identified by CLEC** where the Parties deliver 911/E911 traffic to each other, and also serves as a demarcation point between the facilities to which each Party is responsible to provide ***facilities on its side***.

2.17 "**Public Safety Answering Point**" or "**PSAP**" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.18 "**Selective Routing**" means the routing and equipment used at a "**E911 Selective Router**" or"**911/E911 Tandem**" to route a 911 call to the proper PSAP based upon the number and location of the caller.

Selective Routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

2.19 "**Shell Records**" means those ***pre-provisioned service order input--type records necessary to enable dynamic ANI/ALI call delivery and display methods, and used to determine call routing and the appropriate dynamic ANI/ALI provider responsible for providing the caller's ANI/ALI for display at the appropriate PSAP upon the answer of a 911 call*** database records associated with Pseudo-ANI telephone numbers. Shell Records facilitate call delivery and the appropriate ALI display for wireless 9-1-1 calls and nomadic VoIP 911 calls.

3. AT&T-(STATE) RESPONSIBILITIES WHERE AT&T-(STATE) IS THE DESIGNATED 911/E911 SERVICE PROVIDER

3.1 **AT&T-(STATE)** shall provide and maintain such equipment at the **AT&T-(STATE)** E911 Selective Router and the DBMS as is necessary to provide CLEC E911 Emergency Services at parity with that of **AT&T-(STATE)** retail End Users ***and AT&T-(STATE) E911 Customers.*** **AT&T-(STATE)** shall provide CLEC access to the **AT&T-(STATE)** 911 System as described in this section.

3.2 Call Routing

3.2.1 **AT&T-(STATE)** will route 911 calls from the **AT&T-(STATE)** E911 Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 **AT&T-(STATE)** will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **AT&T-(STATE)** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, **AT&T-(STATE)** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **AT&T-(STATE)** shall provide and maintain sufficient dedicated E911 trunks from **AT&T-(STATE)**'s E911 Selective Router to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **AT&T-(STATE)** will, if requested, provide facilities to interconnect the CLEC to the **AT&T-(STATE)** ***Point(s) of Interconnection (POI)*** **E911 Selective Router**, as specified in the applicable **AT&T-(STATE)** Special Access tariff. Additionally, when diverse facilities are requested by CLEC, **AT&T-(STATE)** will provide such diversity where technically feasible, at standard **AT&T-(STATE)** Special Access Tariff rates

3.4 Database

3.4.1 Where **AT&T-(STATE)** is designated by the E911 Customer to manage the E911 Database **AT&T-(STATE)** shall provide CLEC access to the **AT&T-(STATE)** E911 Database to store CLEC's End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 Where **AT&T-(STATE)** manages the E911 Database, **AT&T-(STATE)** shall coordinate access to the **AT&T-(STATE)** DBMS for the initial loading and updating of CLEC End User 911 Records by CLEC.

3.4.3 Where **AT&T-(STATE)** manages the E911 Database, **AT&T-(STATE)**'s E911 Database shall accept electronically transmitted files that are based upon NENA recommended standards. Manual (i.e. facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

3.4.4 Where **AT&T-(STATE)** manages the E911 Database, **AT&T-(STATE)** shall provide an initial MSAG load and updates to CLEC for use in submitting MSAG valid End User record information to **AT&T-**

(STATE)'s DBMS for those E911 Selective Routers that CLEC has End Users. CLEC shall be responsible for accepting and maintaining the updates from **AT&T-(STATE)**. **AT&T-(STATE)** will make updates available as frequently as each state's system currently provides.

4. CLEC RESPONSIBILITIES WHERE AT&T-(STATE) IS THE DESIGNATED 911/E911 SERVICE PROVIDER

4.1 Call Routing

4.1.1 CLEC will transport CLEC End User 911 calls to each CLEC-designated **AT&T-(STATE)** ***POI(s)*** **E911 Selective Router location.**

4.1.2 CLEC will forward the ANI information of the party calling 911 to the **AT&T-(STATE)** E911 Selective Router.

4.2 Facilities and Trunking

4.2.1 CLEC shall provide interconnection trunking at each **AT&T-(STATE)** 911 Selective Router that serves the exchange areas in which CLEC is authorized to ***and will*** provide telephone exchange service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 Selective Routers and CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper ***POI(s)*** **E911 Selective Router.**

4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to from the E911 Selective Router to the **AT&T-(STATE)** E911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.3.1 CLEC is responsible for providing a separate E911 trunk group for each county or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where MF signalling is used and PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.3.2 CLEC shall segregate wireless traffic on separate E911 trunk groups following the same requirements outlined in 4.2.3 and 4.2.3.1.

4.2.4 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the **AT&T-(STATE)** ***POI(s)*** **E911 Selective Router.**

4.2.5 CLEC shall provide sufficient trunking to route CLEC's originating 911 calls to the designated **AT&T-(STATE)** E911 Selective Router.

4.2.6 A diverse (i.e., separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.

4.2.7 CLEC is responsible for determining the proper quantity of trunks from its switch(es) to interconnect with the **AT&T-(STATE)** E911 Selective Router.

4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law.

4.2.9 CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 trunks for interconnection with **AT&T-(STATE)**.

4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the **AT&T-(STATE)** 911 Selective Router(s). CLEC is responsible for advising **AT&T-(STATE)** of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying **AT&T-(STATE)** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T-(STATE)** will refer network trouble to CLEC if no defect is found in **AT&T-(STATE)**'s 911 network. The Parties agree that 911 network problem resolutions will be managed expeditiously at all times **and will work cooperatively until problems are resolved**.

4.3 Database

4.3.1 Once the 911 interconnection between CLEC and **AT&T-(STATE)** has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **AT&T-(STATE)** for inclusion in **AT&T-(STATE)**'s DBMS on a timely basis.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in the electronic format established by **AT&T-(STATE)**.

4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with industry standards.

4.3.4 CLEC is responsible for providing **AT&T-(STATE)** updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of its data to the **AT&T-(STATE)** 911 DBMS.

5. CLEC RESPONSIBILITIES WHERE CLEC IS DESIGNATED 911/E911 SERVICE PROVIDER

5.1 CLEC shall provide and maintain such equipment at the CLEC E911 Selective Router and the DBMS as is necessary to provide to **AT&T-(STATE)** E911 Emergency Services at parity with that of CLEC's End Users. CLEC shall provide **AT&T-(STATE)** access to CLEC's 911 System as described in this Section.

5.2 Call Routing

5.2.1 CLEC will route 911 calls from the CLEC E911 Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

5.2.2 CLEC will forward the calling party number (ANI) it receives from **AT&T-(STATE)** and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by **AT&T-(STATE)**, CLEC will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by **AT&T-(STATE)**, but no ALI record is found in the E911 DBMS, CLEC will report this "No Record Found" condition to **AT&T-(STATE)** in accordance with NENA standards.

5.3 Facilities and Trunking

5.3.1 CLEC shall provide and maintain sufficient dedicated E911 trunks from CLEC's E911 Selective Router to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

5.4 Database

5.4.1 Where CLEC manages the E911 Database, CLEC shall provide **AT&T-(STATE)** access to the E911 Database to store **AT&T-(STATE)**'s End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of **AT&T-(STATE)**'s End Users). **AT&T-(STATE)** or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

5.4.2 Where CLEC manages the E911 Database, CLEC shall coordinate access to the CLEC DBMS for the initial loading and updating of **AT&T-(STATE)** End User 911 Records by **AT&T-(STATE)**.

5.4.3 Where CLEC manages the E911 Database, CLEC's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

5.4.4 Where CLEC manages the E911 Database, CLEC shall provide an initial MSAG load and daily updates to **AT&T-(STATE)** for use in submitting MSAG valid End User record information to CLEC's DBMS. **AT&T-(STATE)** shall be responsible for accepting and maintaining the daily updates from CLEC.

6. AT&T-(STATE) RESPONSIBILITIES WHERE CLEC IS THE DESIGNATED 911/E911 SERVICE PROVIDER

6.1 Call Routing

6.1.1 **AT&T-(STATE)** will transport 911 calls from its End Offices to the CLEC POI(s). This traffic may be aggregated but not switched after **AT&T-(STATE)** End Office origination and prior to delivery to the CLEC E911 Selective Router. In the event **AT&T-(STATE)'s** End Office has End Users served by more than one E911 Selective Router network, **AT&T-(STATE)** **will transport 911 calls from its End Offices to the AT&T-(STATE) E911 Selective Router location** ***is technically incapable of segregation of its End Office 911 traffic destined for Intrado served PSAPs, AT&T-(STATE) may utilize the following call routing solutions***:

6.1.1.1. ***Split Wire Center Call Delivery Exception – Where AT&T-(STATE) is technically incapable of segregating its End User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center serves End Users both within and outside of the CLEC network serving area, AT&T-(STATE) shall work cooperatively with CLEC and the affected E911 Customer(s) (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E911 Service provider will serve as the "Primary" Selective Routing provider for direct trunking from the split wire center, and (iii) to establish which E911 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing provider.*** **Where an End Office serves End Users both within and outside of the CLEC network serving area, AT&T-(STATE) shall work cooperatively with CLEC and the affected E911 Customer(s) (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E911 Service provider will serve as the "primary" Selective Routing provider for direct trunking from the split wire center, determined by a clear majority based on the Number of Access Lines (NALs) served by the Designated Primary Wireline Service Provider and (iii) to establish which E911 service provider will serve as the "secondary" Selective Routing provider receiving a call hand-off from the primary Selective Routing provider.**

6.1.1.2. Intentionally Omitted ***Split Wire Center Call Delivery Cost - AT&T-(STATE) shall be responsible for any and all costs incurred by CLEC resulting from AT&T-(STATE)'s inability to segregate its End User 911 Service or E911 Service call traffic and resulting in call hand-offs from CLEC's network to another E911 service provider's network.***

6.1.1.3. Intentionally Omitted ***Split Wire Center "Partially Deployed" 911 Exception – Where AT&T-(STATE) is technically incapable of segregating its End User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End Users that are within CLEC's network serving area and End Users that have not deployed 911 Services or E911 Services, 911 call traffic for the entire end office shall be delivered to CLEC for call delivery to the appropriate PSAP.***

6.1.2 **AT&T-(STATE)** will forward the ANI information of the party calling 911 to the CLEC E911 Selective Router.

6.2 Facilities and Trunking

6.2.1 **AT&T-(STATE)** shall provide ***interconnection*** **E911** trunking with each CLEC E911 Selective Router that serves the exchange areas in which **AT&T-(STATE)** is authorized to and will provide telephone exchange service.

6.2.2 **AT&T-(STATE)** acknowledges that its End Users in a single local calling scope may be served by different E911 Selective Routers, and **AT&T-(STATE)** shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper CLEC ***POI(s)*** **E911 Selective Router location**.

6.2.3 **AT&T-(STATE)** shall provide a minimum of two (2) one-way outgoing 911 trunk(s) dedicated for originating 911 emergency service calls from its End Offices to each CLEC E911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

6.2.3.1 **AT&T-(STATE)** is responsible for providing a separate E911 trunk group for each county or other geographic area that **AT&T-(STATE)** serves if the E911 Customer for such county or geographic area has a specified varying default routing condition.

6.3 **AT&T-(STATE)** shall maintain facility transport capacity sufficient to route 911 traffic over trunks on dedicated 911 facilities between the **AT&T-(STATE)** switch and the ***CLEC POI(s)*** **AT&T-(STATE) E911 Selective Router location.**

6.3.1 **AT&T-(STATE)** shall provide sufficient trunking to route **AT&T-(STATE)**'s originating 911 calls to the designated CLEC E911 Selective Router. A diverse (i.e., separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. **AT&T-(STATE)** is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.

6.3.2 **AT&T-(STATE)** is responsible for determining the proper quantity of trunks from its switch(es) to the CLEC E911 Selective Router. **AT&T-(STATE)** is responsible for determining the proper quantity of facilities from its switch(es) to the ***CLEC POI(s)*** **AT&T-(STATE) E911 Selective Router location.**

6.3.3 **AT&T-(STATE)** shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law.

6.3.4 **AT&T-(STATE)** shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If **AT&T-(STATE)**'s traffic study indicates that additional 911 trunks are needed to meet

the current level of 911 call volumes, **AT&T-(STATE)** shall provision additional 911 trunks for interconnection with CLEC.

6.3.5 **AT&T-(STATE)** is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems **on** ***from*** **AT&T-(STATE)'s side of the POI** ***End Offices to the CLEC POI(s)***. **AT&T-(STATE)** is responsible for advising CLEC of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying CLEC of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CLEC will refer network trouble to **AT&T-(STATE)** if no defect is found in CLEC's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times **and will work cooperatively until problems are resolved**.

6.4 Database

6.4.1 Once the 911 interconnection between **AT&T-(STATE)** and CLEC has been established and tested, **AT&T-(STATE)** or its representatives shall be responsible for providing **AT&T-(STATE)**'s End User 911 Records to CLEC for inclusion in CLEC's DBMS on a timely basis.

6.4.2 **AT&T-(STATE)** or its agent shall provide initial and ongoing updates of **AT&T-(STATE)**'s End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

6.4.3 **AT&T-(STATE)** shall adopt use of a Company ID on all **AT&T-(STATE)** End User 911 Records in accordance with NENA standards

6.4.4 **AT&T-(STATE)** is responsible for providing CLEC updates to the E911 database; in addition, **AT&T-(STATE)** is responsible for correcting any errors that may occur during the entry of their data to the CLEC 911 DBMS.

7. RESPONSIBILITIES OF BOTH PARTIES

7.1 **Both parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls to the 911 Selective Router(s).**

7.1.1 **AT&T-(STATE) and CLEC will cooperate to promptly test all trunks and facilities between their network(s) and Selective Router(s). The parties agree that they will not pass live traffic until successful testing is completed by both Parties.**

7.2 911 Surcharge Remittance to PSAP

7.2.1 The Parties agree that:

7.2.1.1 Each Party is responsible for collecting and remitting applicable 911 surcharges **or fees** from their respective End Users **directly** to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

7.2.1.2 Each Party collecting and remitting 911 surcharges **from its respective End Users** is responsible for providing the 911 Customer detail**ed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines)** in accordance with Applicable Law.

7.2.2 For CLEC as a Reseller, except where state law requires the ILEC to serve as a clearinghouse between Resellers and PSAPs, the Parties agree that:

7.2.2.1 CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

7.2.2.2 AT&T-(STATE) shall include Reseller CLEC information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or

breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

7.3 ALI Database Responsibilities

7.3.1 Where CLEC has been designated the 911 Service Provider for a 911 Customer contiguous to an **AT&T-(STATE)** 9-1-1 Customer**, and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and nomadic VoIP calls),** each Party shall load pANI Shell Records and update ALI steering tables in their respective ALI databases to support PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and nomadic VoIP calls).

7.3.3 Where CLEC has been designated the 911 Service Provider for a 911 Customer contiguous to an **AT&T-(STATE)** 911 Customer**, and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer** the Parties shall work cooperatively to establish methods and procedures to support PSAP to PSAP call transfer with ALI for 911 calls.

7.4 Inter Selective Routing Trunks

7.4.1 Where CLEC is the E911 Service Provider for a 911 Customer that is contiguous to an **AT&T-(STATE)** 9-1-1 Customer, CLEC and **AT&T-(STATE)** may deploy bi-directional inter-SR trunking using one-way trunk configurations that will allow transfers between PSAPs subtending **AT&T-(STATE)** E911 Selective Routers and PSAPs subtending on CLEC Selective Routers. CLEC will be responsible for deploying and maintaining one-way trunks from CLEC's E911 routing network for PSAP call transfers from CLEC subtending PSAPs to **AT&T-(STATE)** subtending PSAPs. **AT&T-(STATE)** will be responsible for deploying and maintaining one-way trunks from the **AT&T-(STATE)** Selective Router for PSAP call transfers from the **AT&T-(STATE)** subtending PSAPs to CLEC subtending PSAPs.

7.4.1.1 Configuration of inter-Selective Router trunk groups shall be designed to support the existing E911 generic of the **AT&T-(STATE)** E911 Selective Router tandem. **AT&T-(STATE)** will notify CLEC of any upgrades to the **AT&T-(STATE)** E911 generic in the SR.

7.4.1.2 Each Party will have a sufficient number of inter-Selective Router tandem trunks to support simultaneous inter-Selective Router tandem PSAP call transfers such that a P.01 grade of service is attained.

7.4.1.3 Where technically feasible, each Party will establish and maintain appropriate Selective Routing trunk routing translations as necessary to support inter-tandem E911 PSAP call transfer capability requested by the 911 Customer.

7.4.1.4 Each Party will provide the appropriate number of one-way outgoing 911/E911 Trunks over diversely routed facilities **between Selective Routers** to enable transfer of 911 calls between PSAPs served by CLEC's E911 routing network and PSAPs served by **AT&T-(STATE)**'s E911 routing network.

7.4.1.5 **Intentionally Omitted** ***The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer and each Party shall notify the other of changes, additions, or deletions to their respective inter-Selective Router dial plans.***

7.4.1.6 Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing trunks. Each Party shall notify the other of any service outages on their respective inter-Selective Routing trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.

7.4.1.7 Inter Selective Router trunks shall not require an Exhibit 1.

8. METHODS AND PRACTICES

8.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of the Party's Commission-ordered tariff(s), and (iv) the principles expressed in the recommended standards published by NENA.

9. CONTINGENCY

9.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and provide trunking and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

9.2 The Parties agree that the 911 System is provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **AT&T-(STATE)** and CLEC. Each Party's specifications shall be documented in ***Exhibit I*** **a state specific form, if applicable. If applicable** CLEC shall complete its portion of ***Exhibit I*** **a state specific form** and submit it to **AT&T-(STATE)** not later than forty-five (45) days prior to the passing of live traffic. **AT&T-(STATE)** shall complete its portion of ***Exhibit I*** **a state specific form** and return ***Exhibit I*** **it** to CLEC not later than forty-five (45) days prior to the passing of live traffic.

9.3 The Parties must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which each Party's End Users are located. Each Party shall provide documentation of all requisite approval(s) to the other Party prior to use of the E911 connection for actual emergency calls.

9.4 Each Party has designated a representative who has the authority to complete ***additional Exhibit(s) I*** **any state specific forms** to this Appendix when necessary to accommodate expansion of the geographic area of either Party into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. Each Party must obtain approval of each additional ***Exhibit I*** **state specific form**, as set forth in Section 9.2, and shall furnish documentation of all requisite approval(s) of each additional ***Exhibit I*** **state specific form** in accordance with Section 9.2.

9.5 **Intentionally Omitted** ***In AT&T-(STATE) the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 9.1, 9.2 and 9.4 hereof.***

10. BASIS OF COMPENSATION

10.1 Rates for access to the Parties' 911 and E911 Databases, trunking and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act as set forth in the **AT&T-(STATE)** Appendix Pricing **or the applicable Party's Commission-approved access tariff**.

11. LIABILITY

11.1 **AT&T-(STATE)**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **AT&T-(STATE)** shall not be liable to CLEC, its ***customers*** **End Users** or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **AT&T-(STATE)** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

11.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **AT&T-(STATE)**, CLEC shall not be liable to **AT&T-(STATE)**, its End Users or its E911 calling parties or any

other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **AT&T-(STATE)** until service is restored.

11.3 Each Party agrees to release, indemnify, defend and hold harmless the other Party from any and all Loss arising out of either Party's 911 System hereunder or out of either Party's **customers' or** End Users' use of the 911 System, whether suffered, made, instituted or asserted by their respective **customers or** End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by their respective **customers or** End Users or others.

11.4 Each Party also agrees to release, indemnify, defend and hold harmless the other Party from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the calling party accessing the 911 System provided hereunder.

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit MN-2

APPENDIX 911 NIM
(NETWORK INTERCONNECTION METHODS)

TABLE OF CONTENTS

APPENDIX CESIM

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of 911/E911 traffic between **AT&T-(STATE)**'s End Users and CLEC 911 Customers.

1.2 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining Interconnection, which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection.

2. AT&T-(STATE) NETWORK

2.1. **AT&T-(STATE)**'s network is partly comprised of End Office switches and Tandem Switches. **AT&T-(STATE)**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **AT&T-(STATE)**'s End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given Selective Router area, the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2. Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the **AT&T-(STATE)** network **(Selective Router location)** identified by CLEC where the Parties deliver 911/E911 traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. ***This POI may be the AT&T Selective Router or any other point on the AT&T-(STATE) network where AT&T-(STATE) is the Designated E911 Service Provider and, CLEC may seek to establish more than one POI for the redundancy of the E911 interconnection. Where CTESC is the Designated E911 Service Provider the POI shall be on the CLEC network and serve as a demarcation point between the facilities that each Party is responsible to provide.***

2.3. Each Party is responsible for the facilities to its side of the POI(s) and may utilize any Method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s).

2.4. Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.5. Technical Interfaces

2.5.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.5.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **AT&T-(STATE)** will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.

2.5.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the Parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION *TO AT&T-(STATE)*

3.1. Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to ***the POI(s)*** **an AT&T-(STATE) Selective Router location** and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Physical Collocation.

3.2. Virtual Collocation

3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to ***the POI(s)*** **an AT&T-(STATE) Selective Router location** and wishes for **AT&T-(STATE)** to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3. Fiber Meet Point

3.3.1 Fiber Meet Point between **AT&T-(STATE)** and CLEC can occur at any mutually agreeable and technically feasible point ***on the*** **at an AT&T-(STATE)** ***network*** **Selective Router location associated with each local exchange or LATA**.

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only 911 **end office and inter Selective Router** Trunk groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 Discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the 911 Trunk group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 CLEC will provide fiber cable to the last entrance (or **AT&T-(STATE)** designated) manhole at the ***POI(s)*** **AT&T-(STATE) Selective Router location**. **AT&T-(STATE)** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic

facilities into that manhole. CLEC will provide a sufficient length of fiber cable for **AT&T-(STATE)** to pull through to the **AT&T-(STATE)** cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI(s). **AT&T-(STATE)** shall take the fiber from the manhole and terminate it inside **AT&T-(STATE)**'s office at the cable vault at **AT&T-(STATE)**'s expense. In this case the POI shall be at the **AT&T-(STATE)** designated manhole location.

3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.3.9 CLEC and **AT&T-(STATE)** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in Section ***4 5*** of this Appendix.

3.4. Other Interconnection Methods

3.4.1 The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. METHODS OF INTERCONNECTION TO CLEC

4.1. Virtual Collocation

4.1.1 ***When AT&T-(STATE) provides its own facilities or uses the facilities of a third party to the POI(s) and wishes for CLEC to place transport terminating equipment at that location on AT&T-(STATE)'s behalf, AT&T-(STATE) may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation. Virtual Collocation allows AT&T-(STATE) to choose the equipment vendor and does not require that AT&T-(STATE) be Physically Collocated.***

4.2. Other Interconnection Methods

4.2.1 ***The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.***

5. NETWORK RESPONSIBILITIES OF THE PARTIES

5.1. ***Intentionally Omitted.*** **For each Interconnection within an AT&T-(STATE) Selective Router area, CLEC shall provide written notice to AT&T-(STATE) of the need to establish Interconnection with each Selective Router. CLEC shall provide all applicable network information on forms acceptable to AT&T-(STATE) (as set forth in AT&T's CLEC Handbook, published on the CLEC website).**

5.2. Upon receipt of CLEC's notice to Interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

5.3. Either Party may add or remove additional switches. The Parties shall provide ***30*** **120** days written notice to establish **such** ***additional*** Interconnection ***arrangements or re-arrangement of***

existing interconnections; and the terms and conditions of this Agreement will apply to such Interconnection.

5.4. The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each Party on its side of the POI.

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit MN-3

FACILITIES AND TRUNKS

Q. WHAT IS THE DIFFERENCE BETWEEN FACILITIES AND TRUNKS?

A. A facility is a physical medium used to connect two points on a network or two different networks. Facilities in the AT&T Florida network are primarily made of copper or fiber optic cable. Facilities are used to establish physical connectivity between two points. When two telecommunications companies interconnect their networks together, facilities are physically connected, linking the two networks to one another. The point at which this connecting or linking takes place is known as the Point of Interconnection ("POI"). The physical linking of the two companies' facilities creates an end-to-end facility path that will allow each company to establish the trunking network between their switches. It is common to see facilities referred to in terms of their data capacity, such as DS1, DS3, OC3, OC12, etc.

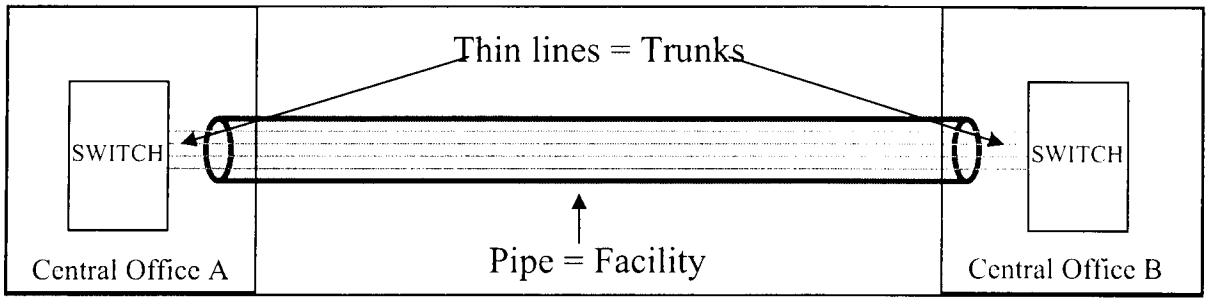
Trunks utilize ports on a switch and are used to create a dedicated talk path from one switch to another. Between switches, there is typically a need for more than one talk path, so multiple trunks are grouped together by software in what is referred to as a Trunk Group ("TG"). Each TG will be dedicated for calls between the two switches. When an end user served by one switch wants to call an end user served by another switch, the originating switch routes the call to a particular TG, based on the NPA-NXX (dialed digits) of the end user being called. Within the TG, an idle

trunk is identified and is then dedicated to that call for the duration of the call. Consequently, no other call can use that trunk until the current call is completed. Consequently, in the 911 arena, the dialed digits 911 are referred to as an "N11" code, whereas N is a number between 2-9. Routing to a TG is performed in the same manner, using the dialed digits to "steer" the call through the network.

Q. CAN YOU ESTABLISH TRUNKS WITHOUT FACILITIES?

A. No. Trunks ride over facilities. Without a facility to ride, calls between switches cannot be established. Similarly, simply having a facility between two points is not enough to complete a call. A trunk must ride the facility for a call to be completed. Trunks and facilities work hand-in-hand so calls can be completed.

The distinction between a trunk and a facility is illustrated in the diagram below. In this illustration a physical facility (e.g., DS1) exists between Central Office A and Central Office B (the pipe). Trunks (represented by the thin lines) are then provisioned over the facility to establish the talking paths between the two switches.



AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit MN-4

NENA Standard for Enhanced 9-1-1 (E9-1-1) Default Routing Assignments and Functions

NENA Standard for E9-1-1 Default Assignment and Call Routing Functions
NENA 03-008, Version 1, January 19, 2008

Prepared by:
National Emergency Number Association (NENA) Technical Committee Chairs

Published by NENA
Printed in USA

NENA STANDARDS

NOTICE

The National Emergency Number Association (**NENA**) publishes this document as a guide for the designers and manufacturers of systems to utilize for the purpose of processing emergency calls. It is not intended to provide complete design specifications or to assure the quality of performance of such equipment.

NENA reserves the right to revise this NENA STANDARD for any reason including, but not limited to:

- conformity with criteria or standards promulgated by various agencies
- utilization of advances in the state of the technical arts
- or to reflect changes in the design of equipment or services described herein.

It is possible that certain advances in technology will precede these revisions. Therefore, this NENA STANDARD should not be the only source of information used. **NENA** recommends that readers contact their Telecommunications Carrier representative to ensure compatibility with the 9-1-1 network.

Patents may cover the specifications, techniques, or network interface/system characteristics disclosed herein. No license expressed or implied is hereby granted. This document shall not be construed as a suggestion to any manufacturer to modify or change any of its products, nor does this document represent any commitment by NENA or any affiliate thereof to purchase any product whether or not it provides the described characteristics.

This document has been prepared solely for the voluntary use of E9-1-1 Service System Providers, network interface and system vendors, participating telephone companies, etc.

By using this document, the user agrees that NENA will have no liability for any consequential, incidental, special, or punitive damages arising from use of the document.

NENA's Technical Committee has developed this document. Recommendations for change to this document may be submitted to:

National Emergency Number Association
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Acknowledgments:

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* **Chair Person** - This working group had numerous chair persons throughout the collection of data leading to the composition of this document.

TABLE OF CONTENTS

1 Executive Overview

1.1 Purpose and Scope of Document

This "NENA Recommended Standard for E9-1-1 Default Assignment and Call Routing Functions" document provides an overview of various database and network specifications and requirements related to Default Routing of 9-1-1 calls. It is intended to help local authority; database and/or network administrators select a model in the development of standard default routing arrangements. It identifies and defines methods used to assign defaults and route 9-1-1 calls when circumstances prevent normal selective routing. Each approach is used during a specific set of circumstances; similarly a specific set of circumstances shall determine which approach is most appropriate.

1.2 Reason to Implement

While default routing schemes are critical to an E9-1-1 compliant set of database and network design, throughout much of the 9-1-1 community, there is misunderstanding from time to time about the methods used to route 9-1-1 calls when circumstances prevent typical routing. This document aims at describing such circumstances and the method(s) used in such circumstances which shall give the community a common foundation for discussing default call routing schemes.

It shall be recognized that the rationale for default management within database and network components and for default call routing is in an evolution with the advent of new communication mechanisms generating the end of local rate center number assignment restriction and the introduction of geographic number portability.

1.3 Benefits

Use of this "NENA E9-1-1 Default Assignment and Call Routing Functions" Standard will:

- foster a common understanding of terms used in the assessment, determination and deployment of default call routing for emergency services;
- foster fundamental default management rationale for databases;
- explain default call routing ;
- foster increased communication regarding default call routing selections in the planning of E9-1-1 deployments;
- provide alternatives to switch/network vendors regarding desired operational attributes; and
- foster a common set of standards to complete 9-1-1 calls to designated PSAPs when normal selective routing cannot be invoked.

1.4 Operational Impacts Summary

Default-routed calls arrive at the PSAP much like any other call, but may have originated from a neighboring area outside the PSAP's jurisdiction. If a PSAP is designated to receive default-routed calls, provisions must be made in advance for transferring those calls to the appropriate PSAP(s). This will require PSAPs to work with their 9-1-1 System Service Provider and governing authority

to negotiate default routing assignments that are the best possible choices for the specific circumstances, recognizing that those assignments may vary based on the footprints and technologies of the originating Communications Service Providers. If possible, it should also include the creation of "speed-dial" or "one button" transfer programming in the PSAP CPE, to facilitate the transfer as quickly as possible and eliminate human dialing errors.

1.5 Document Terminology

The terms "shall", "must" and "required" are used throughout this document to indicate required parameters and to differentiate from those parameters that are recommendations. Recommendations are identified by the words "desirable" or "preferably".

1.6 Reason for Issue/Reissue

This document details the processes and procedures to be followed by all NENA Technical Committee leaders and members. NENA reserves the right to modify this document. Whenever it is reissued, the reason(s) will be provided in this table.

Issue #	Date	Reason For Changes
Original	01/19/2008	Initial Document

1.7 Date Compliance

All systems that are associated with the 9-1-1 process shall be designed and engineered to ensure that no detrimental, or other noticeable impact of any kind, will occur as a result of a date/time change up to 30 years subsequent to the manufacture of the system. This shall include embedded application, computer based or any other type application.

To ensure true compliance, the manufacturer shall upon request, provide verifiable test results to an industry acceptable test plan such as Telcordia GR-2945 or equivalent.

1.8 Anticipated Timeline

The assessment, determination, deployment or implementation of default management shall take place as required.

1.9 Costs Factors

This document provides standards regarding default assignment and call routing. Compliance with the standards will be dependent upon the associated database, local and 9-1-1 Control Office switch capabilities. Cost factors will be associated with these system components to the degrees that database and switch upgrades or changes are required. Cost factors associated with other alternate

routing procedures will have potential impact to the local service provider, local 9-1-1 System Service Provider (SSP) and the PSAP – to the degree that the procedures are fully deployed.

1.10 Cost Recovery Considerations

Cost recovery will be dependent upon legislative and regulatory cost recovery mechanisms for E9-1-1 deployment in each state or province.

1.11 Acronyms/Abbreviations/Definitions

This is not a glossary! See NENA 00-001 - NENA Master Glossary of 9-1-1 Terminology located on the NENA web site for a complete listing of terms used in NENA documents.

The following Acronyms are used in this document:	
Acronym	***Description***
ALI	Automatic Location Identification
ANI	Automatic Number Identification
ATIS	Alliance for Telecommunications Industry Solutions
CSP	Communications Services Provider
ESRD	Emergency Services Routing Digit
ESRK	Emergency Services Routing Key
ESQK	Emergency Services Query Key
MSC	Mobile Switching Center
pANI	Pseudo-ANI
PSAP	Public Safety Answering Point
SR	Selective Router

1.12 Intellectual Property Rights Policy

1.12.1 General Policy Statement

NENA takes no position regarding the validity or scope of any Intellectual Property Rights or other rights that might be claimed to pertain to the implementation or use of the technology described in this document or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any independent effort to identify any such rights.

NENA invites any interested party to bring to its attention any copyrights, patents or patent applications, or other proprietary rights that may cover technology that may be required to implement this standard.

Please address the information to:

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2 Introduction

This document is a complement to NENA 03-001and 03-501 documents regarding NENA recommendations for Network Quality Assurance and as deemed applicable to other NENA standards and technical information documents addressing directly or partially the subject of default routing.

The major distinguishing feature of Enhanced 9-1-1 (E9-1-1) is the ability to selectively route a 9-1-1 call to a designated Public Safety Answering Point (PSAP) based upon the caller's location. However, there are times when, even in an Enhanced 9-1-1 network, a call cannot be routed to the designated Primary PSAP. Unique and specific terminology is used to describe each set of circumstances when such call cannot be properly routed.

This document will try to depict such circumstances and to offer potential solutions to help lessen the impact on call taking and dispatch activities. It shall address both the default assignment rationale within the databases and call routing determination in the network environment.

2.1 Call Routing Facts

9-1-1 call routing accuracy may be affected by various factors ranging from lack of up-to-date identification of the subscriber's service address/calling location; delay in service order processing; default call routing rules used to support the subscriber's NPA NXX, the serving area or the network elements; the manner in which a carrier provides local end office trunking to the designated E9-1-1 Control Office; the 9-1-1 network infrastructure or even the way a reseller offers its local service.

It must be recognized that "default call routing" by definition may result in having some emergency calls reach a PSAP not directly responsible for the subscriber's location. Local authorities, E9-1-1 System Service Providers and carriers should ensure that default call routing impacts are minimized through the appropriate association of trunk groups with defined geographic areas. Further, unless using Enhanced MF (EMF) , Signaling System 7 (SS7), Internet Protocol (IP) type trunking, all carriers must provide NPA-specific MF E9-1-1 trunk groups within those exchanges served by more than one NPA.

It must also be recognized that "default" call routing is not the same as a "misroute". Misrouted calls are generally caused by incorrect information associated with the caller due to a human or mechanical failure, whereas default routed calls are caused by a lack of selective routing information.

By following the basic provisioning specifications outlined herein, carriers and service providers should be able to provide for an efficient delivery of E9-1-1 calls to a designated authority, even

when normal routing cannot be accomplished, thereby helping to prevent extreme situations that delay a life-saving response.

It is assumed that the use of Signaling System 7 (SS7) and SIP (Session Initiated Protocol, used in VoIP) will eliminate the occurrence of ANI failures. Their deployment will not, however, eliminate instances where data associated with the ANI has not been loaded into the appropriate 9-1-1 databases used to route and deliver the call. Therefore, the ability to default route a call remains a necessary function in all types of signaling protocols.

2.1.1 Assumptions

To achieve call routing functions, the critical and complex nature of the E9-1-1 network may utilize some of the following design provisions:

- LEC end office coverage areas will not coincide with municipal or county boundaries;
- E9-1-1 interconnection trunks must conform to E9-1-1 features as determined by applicable standards and protocols. At a minimum, it must be capable of providing the caller's ANI;
- E9-1-1 trunk groups should be dedicated and diversely routed, where applicable and available;
- E9-1-1 trunk groups should be provisioned to support a P.01 grade of service as outlined in NENA 03-001 and 03-501.
- Alternate/Competitive LEC NXX application may not mirror ILEC end office coverage areas, and therefore may not mirror ILEC trunk groups or ILEC trunk group default assignments;
- A minimum of two 9-1-1 interconnection trunks per trunk group are prescribed for survivability;
- E9-1-1 calls must be routed to the E9-1-1 Control Office switch(es) (also called Selective Routers or SRs) designated for the caller's geographic area;
- When Multi Frequency (MF) protocol is used, a 9-1-1 trunk group is required for each NPA in the end office; and
- Current E9-1-1 design defines ANI default on per trunk group basis. Migration to more flexible designs may rely on future Intelligent Network capabilities.

Federally mandated services and local competition affecting 9-1-1 may not follow the same outline assumptions as were true when E9-1-1 was originally designed. Some previously standard capabilities such as default call assignment and routing may not work the same way for new services or service providers.

2.2 Default Call Routing at Failure Points

Technically, default routing happens at specific places, as a result of specific events (or lack of them). During the process of a call, the following text starts at the first place it could be default routed and works its way through to the last place.

2.2.1 Wireline end office

- Primary trunk route
- Secondary trunk route
- Default route(s)
  - 10 digit number
  - O-
  - Call Diverter (INB) unit

2.2.2 Wireless MSC

- Primary trunk route
- Secondary trunk route
- Default route(s)
  - MSC default assignment
  - 10 digit number(s)

2.2.3 VSP via ESGW

- Primary trunk route
- Secondary trunk route
- Default route(s)
  - Contingency Routing Number (CRN)

2.2.4 9-1-1 SR

- Default Routing Reasons:
  - No ANI (in form of ANI, ESRD, ESRK, ESQK)
  - Garbled/Partial ANI
  - Unrecognized ANI
- Routing based on incoming TG
- Routing based on NPA-NXX or NPA-NXX-X

2.3 Default Assignment Model

Default ESN assignment is required to allow the processing of E9-1-1 calls by the E9-1-1 Control Office to the pre-determined PSAP for call handling in the event of certain hardware and software failures for routing E9-1-1 calls or when no information is populated in the E9-1-1 SRDB that prevents the delivery of the routing information.

The E9-1-1 Control Office switch uses various call routing keys and default values. The assignment process used for E9-1-1 service usually are:

1. The E9-1-1 DBMS uploads **all** validated wireline telephone number, wireless cell site/sector specific Emergency Service Routing Digit (ESRD) or destination PSAP specific Emergency Service Routing Key (ESRK) (e.g., NPA-511-XXXX), Private Branch eXchange (PBX) Emergency Line Identification Number records to the designated E9-1-1 SRDB table(s), using an embedded process. These 10-digit Directory Numbers (DN) are identified as **TN exception routing** keys.
2. For **traditional wireline services**, the **NPA-NXX default ESN** routing scheme takes place when the wireline TN is not available in the E9-1-1 Selective Routing Database.
3. There shall be **no NPA NXX default ESN** assigned to any **wireless NXX** codes used for ESRD or ESRK records. This is distinct from wireline services where an NPA-NXX is usually associated with only one or very few Municipalities. The wireless-specific NPA-NXX code used for ESRD numbers is used across the NPA that covers multiple Municipalities and 9-1-1 agencies. Never set a default ESN to wireless ESRD's or ESRK's NXX, as it CANNOT relate to a most appropriate Primary PSAP.
4. Likewise, a **default ESN** shall **not be assigned to NPA NXX** to any NXX codes used for VoIP Emergency Services Query Keys (ESQK). The reason is that while the NPA-NXX , may initially be usually associated with only one or very few Municipalities, when the device migrates, the IP-specific NPA-NXX code used for ESQK numbers may be used outside an area that covers multiple Municipalities and 9-1-1 agencies. Never set a default ESN to IP ESQK's NXX, as it CANNOT relate to a most appropriate Primary PSAP.
5. A wireline **incoming Trunk Group default ESN** is required when the TN and the NPA-NXX are not present in the E9-1-1 Selective Routing Database.
6. As well, for wireless E9-1-1 Service, the most likely default will be using the **wireless trunk group's Default ESN**. All incoming wireless E9-1-1 trunk groups shall be assigned a default ESN associated with the Municipalities / Primary PSAP it serves. That default is to be used to appropriately route wireless E9-1-1 calls when no ESRD or ESRK is received or the ESRD or ESRK is not available in the E9-1-1 Selective Routing Database. To achieve this process, the Wireless Service Provider (WSP) shall be requested to implement a dedicated E9-1-1 trunk group per Municipality / Primary PSAP. Where the WSP interconnects to dual E9-1-1 Control Office switches serving the designated Primary PSAP, a default ESN must be set for each trunk group.
7. The calls using the **inter-tandem trunk group default ESN**, that need to be default routed when they reach the 9-1-1 Control Office switch, should be pointing to the most appropriate Primary PSAP for that switch. This will require negotiation with the E9-1-1 Authorities in the switch serving area, because calls could have originated anywhere in the 9-1-1 Control Office area.

2.4 Routing and Default Parameters Summary

The following is a brief description of the steps taken by the E9-1-1 System Service Provider to define an E9-1-1 serving area and the E9-1-1 routing implemented at time of cutover: (may vary from SSP to SSP):

1. In conjunction with the appropriate 9-1-1 Authority representative, the E911SSP shall map all involved emergency dispatch boundaries.
2. Emergency Service Zones (ESZ) are defined for each area that contains the same emergency dispatch agencies. (ESZ defines the 9-1-1 PSAP and emergency dispatch agencies for 9-1-1 calls originating within that zone).
3. An Emergency Service Number (ESN) is assigned to each ESZ.
4. All addresses within an ESZ are assigned the corresponding ESN number.
5. A default ESN may be assigned to each NXX based on the most appropriate serving PSAPs. See number 7 below.
6. A default ESN is assigned to each incoming 9-1-1 trunk group.
7. Each ANI / telephone number in the SRDB is assigned an ESN based on the validated service address. Although in many cases not all numbers are actually entered in the SRDB. If there is commonality between individual TNs in any given NPA-NXX range, a "wild card" entry technique may be employed by the E911SSP, whereby all TNs within a given range would be considered to be assigned the same ESN.

2.4.1 Default ESN assigned to NPA-NXX

Regulatory and traditional network specifications dictate that LECs provision at least one NXX per exchange. In most E9-1-1 Systems, the E9-1-1 Database Management Systems (DBMS) and E9-1-1 Control Office establishes a "Predominant ESN" at the 10,000 block level (i.e., NPA-NXX level). The assignment of the Predominant ESN for that NPA-NXX may be set using the Default ESN assigned to the incoming E9-1-1 trunk group that supports the NPA-NXX. The Default ESN in the SRDB is replaced at the line level (NPA-NXX-XXXX) with an ESN assigned to the individual number based on the service location of the number upon completion of a service order. In this scenario, any call arriving at the E9-1-1 Control Office using an ANI that has not been loaded using the service order process will Default Route using the Default ESN assigned to the incoming trunk group.

It should be noted that most E9-1-1 systems do not change ESN assignments in the switch based SRDB for individual telephone numbers when service is disconnected – only when new service is provisioned or when the service location changes. A disconnected number will retain its last ESN assignment until changed by a subsequent provisioning service order that reassigns the number. This is one of the reasons that service orders must be processed by the E9-1-1 system either before or immediately after service is provisioned, so as to prevent misrouting of calls based on a previous

ESN assignment that is no longer valid. Systems that use an SRDB residing in the ALI database do not have this issue.

2.4.2 Default ESN assigned to NPA-NXX-X (Predominant ESN)

Some E9-1-1 Database Management Systems (DBMS) and E9-1-1 Control Offices utilize a method of managing ALI and SRDB records that does not require an ALI record to be in the ALI database in order for the SRDB to return an ESN to the E9-1-1 Control Office. When the E9-1-1 Control Office queries the SRDB using an ANI for which no ALI record currently exists, the SRDB returns the ESN that occurs most frequently among the ALI records that have been processed for telephone numbers out of the same range of 1,000 numbers (i.e. NPA-NXX-Y000 thru NPA-NXX-Y999). This Predominant ESN is then used to route the 9-1-1 call, rather than having to use the default ESN of the incoming trunk group.

2.4.3 Default Routing Based on incoming E9-1-1 Trunk Group

It is recommended that all CSPs provision such number of E9-1-1 trunk groups as required to ensure that in the event of ANI failure, E9-1-1 calls are default routed to the most appropriate primary PSAP.

2.4.4 Default ESN Acquisition

Default ESNs for a pre-determined service area are assigned by the E9-1-1 Database Management System after discussion and/or negotiation with the local authority (PSAP/municipality/county). It is recognized that discussions involving the local authority and the LEC may be required to determine if additional E9-1-1 trunk groups will be required in cases where more than one municipality or county is served by the same primary PSAP.

2.4.5 Default ESN Selection

The logic behind default ESN selection, as well as default assignment rationale, starts at the DBMS level and is, primarily, a manual process.

Most default Emergency Service Number (ESN) codes are created and assigned within the Database Management System (DBMS). This is usually the result of a meticulous relationship between the DBMS assignment and the Selective Routing Database (SRDB) routing table creation, population and management schemes.

While the SRDB acts on ESN triggers, the DBMS creates and assigns them to each applicable telephone and administrative routing number. In addition, some DBMS systems transfer only those "exception" records to the SRDB. An exception record has an ESN value assigned that is distinct from its NPA-NXX (or NPA-NXX-X) default ESN assigned within the DBMS. That data transfer concept was put in place to help support transfer link and low SRDB size capability, not to mention SRDB data recovery mechanisms.

With the advent and propagation of out-of-exchange (out-of-territory) NPA-NXX codes within an E9-1-1 serving area, it becomes more and more important to manage the default ESN at the municipality, county, state/province level, rather than at the NPA-NXX level. Some DBMS are assigning default ESNs at the municipality level. Where such practice is implemented, while NPA-NXX-based default ESNs may still exist at the DBMS level, they cannot be used at the SRDB level.

This means that a telephone or routing number located or assigned in Philadelphia, PA would have one ESN assigned to it by default unless a specific exception ESN is assigned to that specific number. One could assign a California-based number to a device located in Philadelphia, and providing that the service provider can route 9-1-1 calls to the E9-1-1 Control Office serving Philadelphia,, AND having no NPA-NXX default assigned for the associated NPA-NXX in the local E9-1-1 SRDB, the 9-1-1 call would default route to the Philadelphia PSAP based on the incoming trunk group default ESN.

2.4.6 New NPA-NXX Assignment Notification

For each new NPA-NXX assignment, the E9-1-1 System Service Provider requires information to assign a specific default Emergency Service Number (Default ESN), in the E9-1-1 DBMS and the E9-1-1 SRDB, for emergency call routing purposes. Otherwise, a processing error / reject and call routing errors would occur. It is the responsibility of the LEC to notify the E9-1-1 System Service Provider of new or additional NPA-NXX assignments prior to the establishment of the E9-1-1 data exchange, to meet NPA-NXX to Default ESN routing assignment.

- When a LEC receives confirmation that a new NPA-NXX is to be opened in one of its switches, and it will service an E9-1-1 served area, the LEC must validate the new NPA-NXX coverage as compared to the 9-1-1 authority's coverage;
- The LEC must confirm Emergency Service Zone default routing for that NPA-NXX with the appropriate municipality if "wild card" default assignments are used;
- The LEC advises the E9-1-1 System Service Provider of the default routing agreement;
- The E9-1-1 System Service Provider assigns a default routing ESN for that new NPA-NXX if they use such routing schemes in their system;
- The E9-1-1 System Service Provider adds the information to the E9-1-1 databases as needed.

2.4.7 Area of Coverage for an Assigned Default ESN

Pre-determined default ESNs are specified by the 9-1-1 Database Management System operator and can be assigned to cover NPA(s), counties, rate centers or an individual municipality. These assignments are negotiated between the E9-1-1 SSP and the 9-1-1 authority(ies) served by the E9-1-1 Control Office.

2.4.8 Default Assignment Procedures

The E9-1-1 System Service Provider establishes a Default ESN code for each incoming trunk group and each applicable NPA-NXX (if applicable), based on each CSP's specific coverage information.

- The originating LEC advises the E9-1-1 System Service Provider of the selected default routing specifications based on municipal ESZ for each of its NPA-specific E9-1-1 trunk groups and each NPA-NXX fully or partially serving an E9-1-1 service area;
- The E9-1-1 System Service Provider assigns a specific default routing ESN to each incoming trunk group and (if applicable) to the new NPA-NXX;
- The E9-1-1 System Service Provider populates the information in the 9-1-1 databases as needed.

2.4.8.1 Assigned by NPA

A default ESN should never be assigned by NPA, unless that entire NPA service area is covered by a single PSAP.

2.4.8.2 Assigned by County or Municipality

Where requested, every service provider should establish one end office (or equivalent) to E9-1-1 Control Office trunk group per County (or equivalent jurisdiction) so that ANI failure or No Record Found (NRF) default routed calls will be directed to a PSAP in that County (or equivalent jurisdiction). It is essential to negotiate a default PSAP agreement with the applicable 9-1-1 authority. An exception might be where the LEC service area is primarily in a metropolitan area which has a PSAP, which would also act as the county default until service expands to full county coverage.

2.4.8.3 Assigned by Local PSAP Serving Area

A Default ESN is often assigned by local PSAP serving area. A 9-1-1 authority may determine it is appropriate to set multiple default assignments to distribute default calls from wireline, wireless, VoIP (and etc.) sources. Such practice must be closely monitored to ensure equitable distribution to all participating PSAPs.

2.4.8.4 Assigned by Traditional Rate Center

A traditional Rate Center may overlap more than one E9-1-1 service area. The local authorities shall determine and agree with the most appropriate set of default assignments. A potential complicating factor would be if adjacent agencies within such assigned areas are not be served by the same E9-1-1 Control Office(s). In those cases, inter-tandem services may be required to address the issue.

2.4.8.5 Assigned by Consolidated Rate Center

Rate Center Consolidation (RCC) might be implemented over an extensive geographic territory. A good example is the Denver, CO area. The RCC covers seven counties surrounding the Denver-Boulder metro area. On top of that, the Colorado Public Utilities Commission agreed to an NPA Overlay of the 303 NPA. Compounding the problem of these number conservation schemes was the fact that at the time of deployment there were multiple E9-1-1 Control Offices the RCC area. RCC could further exacerbate the situation if the 9-1-1 authority boards affected by these conservation measures are not willing, or neglect to designate a single Default PSAP location for default routing. Thus, in order to accommodate all the various default route designations and the NPA Overlay, a LEC with a single EO serving the Denver rate center had to deploy multiple 9-1-1 trunk groups. The only alternative was to designate each of the default routes as a unique rate center (or you could use line class coding in the originating central office) and build the line level translations accordingly based on the location of the end user. NENA does not recommend the use of LCCs, unless the CSP has mechanized capabilities to ensure such end office level translations are kept up-to-date at least consistent with the way other typical DBMS/SRDB records are updated.

2.4.8.6 Assigned by Mobile Switching Center (used for Wireless)

Another condition may arise when wireless carriers bring up cell sites/sectors for testing without having the information entered in the appropriate 9-1-1 database(s). Wireless 9-1-1 calls may hit such cell sites/sectors and may need to be routed to a PSAP designated as default for the entire Mobile Switching Center (MSC) system (which may straddle state or provincial boundaries). It is often difficult to get one PSAP to agree to be such a default answering point. It is very important that a wireless carrier supply the necessary information for the appropriate E9-1-1 database(s) prior to such testing, even if the site/sector may only be up a very short testing time and then taken off line again for a long period of time.

2.4.8.7 Recommended Actions to Reduce the Incidence of Default Routing

- Shorten the timeframe associated with updating the SRDB tables
- Require MSAG validation for order entry
- Require coordination for updating both the ALI & SR databases
- Shorten the timeframe associated with updating the DBMS;
- Speed up error correction processes
- Complete loading of pANI shell records for wireless and VoIP prior to service testing and activation

2.4.9 Impact of Large Serving Areas

When service providers serve large geographical areas that overlap numerous existing wire centers, using the same NXX as well as provide E9-1-1 service via a single E9-1-1 trunk group, the E9-1-1 default routing mechanisms fail to function effectively. That results in:

- 9-1-1 calls being directed to PSAPs that are geographically separated by great distances and not responsible or familiar with the caller's location and emergency dispatch agencies;
- delay in providing a response to a 9-1-1 emergency call
- In some cases PSAPs have advised the E9-1-1 System Service Provider that they do not want to receive 9-1-1 calls that do not originate in their territory, further exacerbating the ability of the E911SSP to deliver the call somewhere that can try to aid the caller
- Large serving areas may necessitate the use of class marking or a reduction in the number of rate centers in order to achieve default areas of manageable size.

2.5 ESIF – SG B Activities on Default Routing

The Alliance for Telecommunications Industry Solutions (ATIS) – Emergency Services Interconnection Forum (ESIF) has asked its sub-working group B (SG-B) to look at wireless default and alternate requirements. Various issues have been documented and are available at the ESIF web site, including:

ESIF-01	Default processes in the routing of wireless 911 calls
ESIF-03	Methodology for the monitoring of overflow conditions on PSAP trunks
ESIF-04	MSC overflow to 7/10 digit numbers when all 9-1-1 circuits are busy
ESIF 39	Post Deployment Cell Site Additions – Provisional Routing

2.6 Overflow Routing vs. Default Routing

Overflow routing is a method of assigning secondary trunk routes for transmission of E9-1-1 calls when the primary trunk route between the originating office and the E9-1-1 Control Office, or between two E9-1-1 Control Offices, is "traffic busy" (all trunk members are occupied with a call in progress) or temporarily out of service.

Overflow Routing is not a form of Default Routing and should not be confused with it. Overflow Routing takes place when a primary path is not available. Default Routing takes place when information required for routing is not available.

Not all 9-1-1 networks are designed with overflow trunk routes. It is a negotiation point between the E911SSP and the 9-1-1 administrative agency as to whether the originating network element (LEC end office, wireless MSC, etc) should be programmed to overflow 9-1-1 calls to a 7 or 10-digit number provided by the 9-1-1 agency.

3 Considerations and Recommendations

The relationship between municipal boundaries, NXX serving area and E9-1-1 trunk group serving areas is critical to the operation of the E9-1-1 system and must be maintained by all Communications Services Providers interconnecting to the E9-1-1 system. Any deviations from the established "norm" may result in operational problems and increased liabilities for PSAP operators, E9-1-1 System Service Providers and CSPs.

Should CSPs choose to serve a broad geographic area using a single switch/server they should provide multiple E9-1-1 trunk groups (associated with defined geographic areas) to mitigate the misrouting of 9-1-1 calls.

3.1 Assumptions:

- If the operational procedures are solid it is perfectly feasible to provide statistically perfect routing based on the traditional routing reference by telephone number.
- An SS7 environment anticipates this level of database quality.
- Extensive efforts to accommodate default routing are likely to exacerbate the potential for errors by adding increasingly hard-to-audit elements to the system. The "simple" approach generally has its advantages.
- Most rate centers are served by a PSAP that has the resources and knowledge base to answer non-routable calls and manage them effectively.
- Some E9-1-1 System Service Providers migrated to a centralized Off-Board Selective Routing (OBR) Interface. Depending upon the implementation, this has the potential to impact how default routing is handled by the SR.

3.2 Suggestions:

- Note the technical difficulties in continuing the past practices of default routing code provisioning compared to other options and what may be available today;
- Recognize it as a largely operational problem that has been dealt with by PSAPs for as long as E9-1-1 service has existed. Default routing is nothing new;
- Apply a technical standard that can be easily implemented.

3.3 Benefits of following procedures recommend in this document:

- Reduce the amount of time and effort on a problem that happens in an extremely small percentage of calls. (As low as .2%)
- PSAPs will know what to expect and the technical limitations involved.

- Carriers will know where to put their efforts, namely database accuracy and timeliness of updates.
- These general principles should applicable to future technologies, although specific steps &/or mechanisms may vary.

3.4 Political factors

PSAPs desire default call delivery to be as close as possible to previous ILEC handling, which was based on wireline end office. This is a much smaller footprint than service areas of CLECs, wireless carriers and VoIP service providers.

Extremes are:

- One trunk group for entire CSP service area to each E9-1-1 Control Office involved (therefore default to a single pre-defined PSAP for the entire SR area) and
- one trunk group to E9-1-1 Control Office per PSAP with line control class marking or coding.

3.5 Practicality aspects

In a "traditional" telephony environment, it is viewed that the number of defaulted calls is small (about two tenths of one percent) if all systems are working as designed.

Depending upon the process implemented, class marking may drive more misroutes (due to manual errors) than would occur for the occasional ANI failure default call.

Default routing based on NPA or NPA-NXX may be workable for now (as long as it is worked out with the PSAP authority), but the advent of Geographic Number Portability (in the wireline network) will break it. Wireless and VoIP telephone numbers already do not adhere to rate center boundaries. For that reason, basing default routing on the incoming dedicated trunk group (where applicable) may be a better choice than NPA-NXX level default routing.

3.5.1 Future Considerations

The size of the service areas associated with wireless and VoIP, and in particular, the nomadic capabilities of both, present the need to process TN-to-location relationships on the fly and to use that information in routing decisions. This creates a unique challenge for default routing. The good news is that the technologies used for call transmission (SS7 and IP) are theoretically immune to ANI failures.

Any long-term solutions need to address the wireline, wireless and IP network environments.

In addition to the ALI Database Manager, it is the responsibility of all carriers to optimize their service order provisioning processes. This may require significant changes to existing Operational Support Systems.

Where the SR does not allow automated delete function for disconnected numbers, it may be advisable for the ALI system to update the deleted TN with the NPA NXX default ESN in the E9-1-1 SRDB, in systems where such NPA-NXX level routing is used.

The removal of wild cards (default assignments based on NPA or NPA-NXX) doesn't correct the problem when there is old record information in the SR. Before deciding on the best way to go, a close look at the overall impact is warranted.

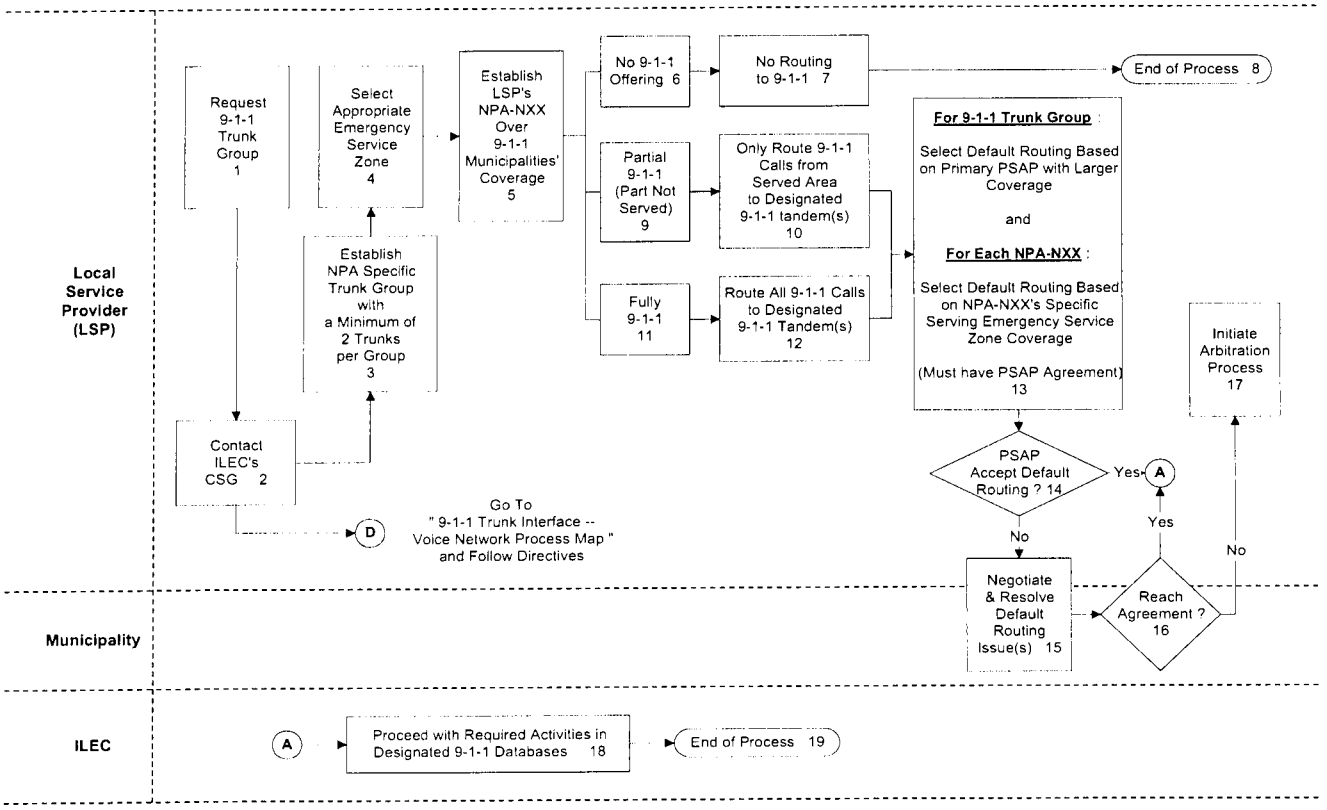
There are some instances in which the E9-1-1 System Service Providers do not populate the NPA-NXX default. This is the case for wireless Emergency Service Routing Digit/Key (ESRD/ESRK) routing numbers and VoIP Emergency Services Query Key (ESQK) routing numbers where the NPA-NXX assigned uses a TN with a universal pseudo NXX (i.e., 511 and 211) in all NPAs.

4 References

- NENA Operations Committee - Wireless Default, Overflow and Diverse Routing Working Group produced NENA 57-001 Wireless E9-1-1 Overflow, Default and Diverse Routing Operational Standard Document, November 18, 2004, Original is available at URL: http://www.nena.org/media/files/NENAopsWirelessRoutingStandardfinal111804.pdf
- Canadian Radio-television Telecommunications Commission (CRTC) -Interconnection Steering Committee (CISC) - Business Systems Industry Working Group - Emergency Services (9-1-1) Working Group (ESWG) issued a Trunk-side CLEC Interconnection Document - Release 3.1 - October 30, 1997. The CISC ESWG papers and activities are available at URL: http://www.crtc.gc.ca/cisc/eng/cisf3e4.htm
- ESIF Study Group B assessed the subjects of wireless overflow, default and contingency. Associated Issue papers are available at URL: http://www.atis.org/atis/ESIF/ESIFhome.htm)

5 Exhibits

9-1-1 Default Routing - Emergency Service Number (Default ESN) Assignment Process



AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit MN-5

Exhibit MN-5

intrado®

December 18, 2006

Dear Steering Partner,

On May 2, 2006, Intrado announced a staged discontinuation of support for the PAM interface to deliver VoIP and wireless carrier E9-1-1 location information according to the following schedule:

- ✓ Support for VoIP E9-1-1 location information over the PAM interface will continue through June 30, 2007.
- ✓ Support for wireless E9-1-1 location information over the PAM interface will continue through December 31, 2008.

The PAM interface was designed to support ALI to ALI database steering for wireline E9-1-1 information. Intrado has been working with our customers and partners over the past years to support delivery of wireless and more recently VoIP E9-1-1 location information through the PAM interface to our steering partners. Increasingly, PSAPs and regional authorities are demanding customization VoIP E9-1-1 location information, which cannot reliably be accommodated using the fixed format of the PAM interface.

Intrado continues to be dedicated to the delivery of reliable, accurate E9-1-1 information on behalf of our wireless and VoIP service providers. After a careful analysis of the future direction of E9-1-1, Intrado has made the decision to support only standards based interfaces going forward, such as the TIA/EIA/J-STD-036 E2 interface for VoIP and wireless E9-1-1 location information.

This letter provides clarification on Intrado's discontinuation of support for the PAM interface and further defines what support Intrado will continue to provide and what support is being discontinued.

Intrado will continue to provide the following support for the PAM interface:

- ✓ Support for the ALI-M[1] PAM software interface for E9-1-1 steering between ALI systems to retrieve wireline TN records.
- ✓ Intrado VoIP and Wireless business units will continue to maintain and monitor network links to steering partners.
- ✓ Intrado's systems will continue to process VoIP and Wireline queries over the PAM interface.
- ✓ Intrado will continue to troubleshoot all non-PAM issues, including system or link outages, provisioning and data entry errors

[1] The ALI-M system is Intrado's ALI database system, formerly known as the ALISA system.

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Intrado's Wireless and VoIP business units are discontinuing support for the PAM interface effective the dates listed above. The activities no longer supported include the following:

- ✓ No software enhancements to the PAM interface
- ✓ No production technical support for troubleshooting PAM issues
- ✓ No new or modified PAM formats after 12/31/08. After 12/31/08, PSAPs and other steering partners may elect to receive Wireless and VoIP data using existing PAM interface formats
- ✓ No custom formatting for VoIP TNs, such as: (1) suppression of latitude and longitude, (2) duplication of the Company ID into the OTC field, and (3) standardizing the COS to 'V'No support for new technologies over the PAM interface, such as WiFi/Cellular (FMC/UMA) or IMS (IP Multimedia Subsystem)

Please contact Customer Team Director to request additional information on this discontinuation announcement.

Thank you for your continued partnership,

John Hickey
VP/GM VoIP Business Unit

Nancy Brinks
VP/GM Wireless Business Unit

AT&T FLORIDA

DIRECT TESTIMONY OF PATRICIA H. PELLERIN

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

APRIL 21, 2008

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T ("AT&T"), AND YOUR BUSINESS ADDRESS.

A. My name is Patricia H. Pellerin. I am employed by The Southern New England Telephone Company ("AT&T Connecticut"), a subsidiary of AT&T, Inc., as an Associate Director – Wholesale Regulatory Support. My business address is 1441 North Colony Road, Meriden, Connecticut 06450.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I attended Middlebury College in Middlebury, Vermont and received a Bachelor of Science Degree in Business Administration, magna cum laude, from the University of New Haven in West Haven, Connecticut. I have held several assignments in Network Engineering, Network Planning, and Network Marketing and Sales since joining AT&T Connecticut in 1973. Most recently, from 1994 to 1999 I was a leading member of the wholesale marketing team responsible for AT&T Connecticut's efforts supporting the opening of the local market to competition in Connecticut. I assumed my current position in April 2000.

As Associate Director – Wholesale Regulatory Support, I am responsible for providing regulatory and witness support relative to various wholesale products and pricing, supporting negotiations of local interconnection agreements ("ICAs") with competitive local exchange carriers ("CLECs"), participating in state and judicial proceedings, and guiding compliance with the Federal Telecommunications Act of 1996 ("Act") and its implementing rules.

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE STATE REGULATORY COMMISSIONS?

A. Yes. I have previously testified before the Alabama Public Service Commission, the Connecticut Department of Public Utility Control, the Illinois Commerce Commission, the Kansas Corporation Commission, the Michigan Public Service Commission, the Oklahoma Corporation Commission, the Public Utility Commission of Texas and the Public Service Commission of Wisconsin.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony explains and supports AT&T Florida's position regarding certain issues raised in the arbitration petition filed by Intrado Communications Inc. ("Intrado") with the Florida Public Service Commission ("Commission") on December 21, 2007. Specifically, I address Issues 1, 2, 3b, 7b, 9, 11-16, 24, 25a, 29, 31, 32, 34 and 36.

Q. BEFORE DISCUSSING AT&T FLORIDA'S POSITION REGARDING SPECIFIC ISSUES, BRIEFLY DESCRIBE WHAT THIS CASE IS ABOUT.

A. According to Intrado's Petition, Intrado seeks to interconnect with AT&T Florida as a competitive provider of emergency services.[1] Issues 1 and 2 in this arbitration are threshold issues, the resolution of which will determine the outcome of many of the remaining issues. Issue 1 deals with the extent to which Intrado is entitled to interconnect with AT&T Florida pursuant to Section 251(c) of the Act, and Issue 2 relates to the foundation and structure of the parties' ICA.

Q. PLEASE PROVIDE A STATUS REGARDING THE ISSUES IN DISPUTE.

A. Intrado identified 36 issues in its arbitration Petition (numbered I through IX.E), and AT&T Florida included one additional issue in its Response (numbered 1-37). Based on input from the parties, the Commission issued its procedural order on March 21, 2008 and included a revised list of 36 issues (57 total when including subparts, five of which are encompassed by Issues 1 and 2). Of the remaining 52 issues, the parties have resolved 19.[2] An additional ten issues will not need to be addressed if the Commission determines in Issue 2 that

[1] Petition at 4.

[2] The parties have resolved Issues 8a, 17(a, b), 18(a, b), 19-23, 25(b-d), 26, 27(a, b), 28, 33 and 35.

AT&T's 9-state template is the proper basis for negotiating a Florida ICA.[3]

Q. HOW IS YOUR TESTIMONY ORGANIZED?

A. First, I will address threshold Issues 1 and 2. Assuming for purposes of this testimony that the Commission determines that AT&T Florida is obligated to enter a Section 251 ICA with Intrado, I will then address those non-technical issues that exist regardless of the ICA template utilized. (AT&T Florida witness Mark Neinast addresses the technical issues in dispute.) This includes Issues 9 (portions), 11, 12, 13(a), 14(a), 24, 29(a-b), and 36. Finally, I will address those issues that may be eliminated if the 9-state template is utilized, including Issues 3(b) (portions), 13(b), 14(b), 15, 16, 25(a), 31, 32, and 34(a-b).

Q. DOES INTRADO'S CERTIFICATION AS A CLEC IN FLORIDA AUTOMATICALLY MEAN THAT THE SERVICES IT SEEKS FROM AT&T FLORIDA ARE RIGHTFULLY THE SUBJECT OF A SECTION 251 INTERCONNECTION AGREEMENT?

A. No. I am not an attorney, and the legal aspects of this arbitration will be addressed by AT&T's attorneys in its briefs. However, Intrado must provide telephone exchange service and/or exchange access to qualify

[3] With a decision in Issue 2 to utilize the 9-state template, Issues 7b, 13b, 14b, 15, 16, 25a, 31, 32, and 34(a, b) will not need to be addressed because Intrado's disputes are not present in the 9-state language (and AT&T Florida will not introduce them). In addition, certain language disputes in Issues 3b, 4b, 4c, 7a, 9, 14a, 29(a, b) and 30a also do not exist in the 9-state template, further limiting the scope of issues the Commission must address. I will explain the basis for these exclusions in my testimony for Issue 2.

for a Section 251 agreement. To the extent that the Commission determines that Intrado does not provide such services, then all the other issues in this arbitration are rendered moot. So, for example, if the Commission determines that Intrado only offers enhanced services, such as Enhanced 911 (E911), then AT&T Florida is not subject to the Section 251 obligation to enter into a binding interconnection agreement with Intrado – Intrado's status as a CLEC notwithstanding. It is an open question in this arbitration as to whether the service Intrado seeks to offer is telephone exchange service. Importantly, even if Intrado is generally entitled to a Section 251 agreement, which AT&T Florida does not concede, that does not automatically mean that each and every individual item Intrado requests must be made available pursuant to Section 251.

Since the rest of my testimony would be rendered moot if the Commission agrees with AT&T Florida that Intrado is not entitled to a Section 251 agreement, the remaining portion of my testimony assumes that Intrado offers local exchange and/or exchange access service.

Q. IS AN ICA NECESSARY FOR INTRADO TO OFFER COMPETING 911 SERVICES?[4]

[4] I use the terms "911" and "E911" interchangeably in this testimony to refer to emergency services. And while there is a technical distinction between 911 and E911 services, there is no significant distinction in this testimony regarding which term I use.

A. No. There are three integrated components necessary to provide for the "routing and transmission of an E911 call." Intrado already has the first two components, a Selective Router, and an Automatic Location Identification ("ALI") (or E911) database. The third component is the network facilities from the Public Safety Answering Point ("PSAP") to the Selective Router ("SR"), as well as the facilities from the PSAP to the ALI database. Such facilities are common and easily provisioned by Intrado or a number of third parties, to the extent that Intrado doesn't already provide them today. Thus, none of the components necessary for Intrado to offer a competing service are dependent upon AT&T Florida, and Intrado has not specifically requested that AT&T Florida provide these services to Intrado as part of the ICA. Moreover, as I explain below, AT&T Florida is willing to enter into non-Section 251 agreements with Intrado to facilitate its emergency service offerings.

Q. DO YOU HAVE ANY GENERAL COMMENTS ABOUT INTRADO'S BUSINESS PLAN, AS REPRESENTED BY ITS PETITION AND PROPOSED CONTRACT LANGUAGE?

A. Yes. While there is little clarity regarding where Intrado's services begin and end with respect to Intrado Inc. (Intrado's corporate parent[5]), some aspects of Intrado's business plan are clear. Intrado intends to offer emergency services to PSAPs and to aggregate end users' calls placed by dialing 911.[6] Intrado also seeks to obtain services from

[5] Petition at 6.

[6] Petition at 6.

AT&T Florida pursuant to a Section 251 interconnection agreement.[7] While claiming the parties' obligations should be reciprocal,[8] Intrado's proposed language imposes an unequal burden on AT&T Florida.[9] It appears that Intrado intends to maximize its profits by shifting costs it should bear to AT&T Florida.[10]

Q. WHAT INCENTIVE DOES INTRADO HAVE TO SHIFT COSTS TO AT&T FLORIDA?

A. Intrado is a business. An essential element for a sustainable business model is profit – the more, the better. There are really only two ways to increase profit: increase revenues and/or reduce expenses.

One way to increase revenues is to obtain new customers. To acquire customers already served by another provider requires the offering of an equal (or superior product) at a comparable (or lower) price. Since E911 customers are government municipalities with limited financial resources, price would likely be a key component of their vendor selection process. So Intrado has an incentive to undercut AT&T Florida's price for E911 service.

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[7] Petition at 7.

[8] Petition at 28, 36, 42-43.

[9] *See* the testimony of AT&T Florida witness, Mark Neinast, and his Exhibits MN-1 and MN-2 for related issues.

[10] Intrado's cost-shifting strategy is reflected by various issues and contract language Intrado presented for arbitration, as well as Intrado's Petition for Declaratory Statement (filed with the Commission February 8,2008). Specifics are addressed later in my testimony and by Mr. Neinast.

To offer a lower price and still make a profit, a business would also need to reduce expenses. One way to reduce expenses and thereby maximize profit is to shift as much of the cost burden to someone else as possible – in this case, AT&T Florida.

Q. WHAT ARE SOME EXAMPLES OF INTRADO'S ATTEMPT TO SHIFT ITS COSTS TO AT&T FLORIDA VIA THE ICA?

A. As discussed by Mr. Neinast, Intrado has proposed contract language that is not reciprocal, but instead places the primary financial burden upon AT&T Florida, even in instances where AT&T Florida would collect no revenue from the end users. For example, Intrado proposes that it have unilateral control over the point of interconnection ("POI") it establishes when AT&T Florida serves as the E911 service provider. Yet Intrado also wants unilateral control over the parties' POI when Intrado is the E911 service provider. Intrado's proposed language could require AT&T Florida to transport E911 calls to Intrado's selected location (*e.g.,* Colorado), outside of any Florida LATA (Local Access and Transport Area). Intrado ignores, as the Commission must not, that AT&T Florida is the incumbent local exchange carrier ("ILEC"), and it is Intrado that seeks to interconnect with AT&T Florida, not the other way around. AT&T Florida has no obligation to interconnect with Intrado, or any other CLEC, outside of the LATA. (*See* Neinast testimony for Issue 4.)

Another example of Intrado's shifting of costs to AT&T Florida is reflected by its language that would require AT&T Florida to bear all the costs to segregate the traffic when multiple PSAPs are served by the same switch. (*See* Neinast testimony for Issue 3.)

Q. HOW ELSE IS INTRADO ATTEMPTING TO SHIFT ITS COSTS TO AT&T FLORIDA?

A. Intrado recently filed a Petition for Declaratory Statement regarding other carriers' 911 charges when Intrado is the 911 service provider.[11] Intrado seeks to prevent AT&T Florida (and other carriers) from recovering legitimate costs it incurs when an AT&T Florida customer connects with the 911 customer. The simple fact that Intrado may provide 911 service to a municipality does not mean that AT&T Florida does not incur related costs that it is entitled to recover pursuant to its tariffs and/or contracts. AT&T Florida's specific objection and legal support on this matter are properly addressed within that proceeding. However, it is relevant here because it further demonstrates Intrado's objective to gain a competitive advantage by manipulating cost recovery mechanisms through a misuse of the regulatory process.

Q. IS AT&T FLORIDA REFUSING TO CONNECT WITH INTRADO AT ALL?

[11] Docket No. 08-0089-TP, *Petition of Intrado Communications Inc. for Declaratory Statement Regarding Local Exchange Telecommunications Network Emergency 911 Service*, February 8, 2008 ("Petition for Declaratory Statement").

A. No. The question, however, is what rates, terms, and conditions should apply to such connections and traffic. AT&T Florida proposes to treat Intrado the same way it treats other carriers that serve PSAPs and to use commercial agreements for matters not covered by Section 251. Intrado, however, seeks to inject many non-Section 251 matters into a Section 251 ICA and impose many one-sided requirements and costs on AT&T Florida. As I stated above, Intrado does not need an ICA with AT&T Florida to offer 911 service – AT&T Florida is willing to interconnect with Intrado as it does with other carriers (*i.e.,* pursuant to a commercial agreement), and AT&T Florida offers to lease its facilities to Intrado via its tariffs.

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

Q. WHAT SERVICE(S) DOES INTRADO CURRENTLY PROVIDE OR INTEND TO PROVIDE IN FLORIDA?

A. Although Intrado states in its Petition that it intends to offer local exchange service,[12] based on Intrado's own tariff,[13] Intrado only intends to provide emergency services and will not be providing local exchange service or exchange access.

[12] Petition at 4. "Intrado seeks to offer local exchange services like any other competitor operating in Florida."

[13] Intrado's Florida Emergency Services Price List ("Intrado Tariff").

Q. WHAT SERVICES DOES INTRADO OFFER PURSUANT TO ITS TARIFF?

A. Intrado filed an update to its tariff, effective October 27, 2007, in which it deleted its 9-1-1 SafetyNet[SM] service and replaced it with Intelligent Emergency Network[TM] ("IEN") service. This is the only service offered in its tariff. Intrado's tariff describes IEN services as:

> services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.[14]

Q. DOES INTRADO'S TARIFF INCLUDE THE OFFER OF LOCAL EXCHANGE SERVICE?

A. No. To the contrary, Intrado's tariff defines Local Exchange Service as:

> The furnishing of telecommunications services by a Local Exchange Provider to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling. *The Company is not responsible for the provision of local exchange service to its Customers.*[15]

Thus, Intrado's tariff offers IEN service, but not local exchange service.

ISSUE 1(b): OF THE SERVICES IDENTIFIED IN ISSUE 1(a), FOR WHICH, IF ANY, IS AT&T REQUIRED TO OFFER INTERCONNECTION

[14] Intrado Tariff at Section 5.1.

[15] Intrado Tariff Section 1 (emphasis added).

UNDER SECTION 251(c) OF THE TELECOMMUNICATIONS ACT OF 1996?

Q. INTRADO IMPLIES THAT THIS ISSUE IS REALLY QUITE SIMPLE – INTRADO SEEKS TO COMPETE WITH AT&T FLORIDA'S EMERGENCY SERVICES AND, THEREFORE, INTRADO IS ENTITLED TO WHATEVER IT SEEKS PURSUANT TO A SECTION 251 INTERCONNECTION AGREEMENT. IS THIS ISSUE AS CLEAR-CUT AS INTRADO WOULD HAVE THE COMMISSION BELIEVE?

A. Not at all. The fact that Intrado seeks to compete with AT&T Florida for emergency services does not automatically mean that each and every aspect of interconnection Intrado wants is subject to Section 251(c). Nor does it mean that Intrado's proposed language properly captures the parties' respective interconnection obligations. To consider the issues in context, the Commission needs to examine Intrado's demands one-by-one, including the specific language each party proposes. The legal question as to the extent of AT&T Florida's Section 251(c) obligations will be addressed in briefs.

Q. HOW HAVE OTHER STATE COMMISSIONS RECENTLY ADDRESSED SIMILAR INTRADO REQUESTS FOR ARBITRATION?

A. Intrado filed for arbitration with AT&T in four states: Alabama, Florida, North Carolina and Ohio. Both the North Carolina and Ohio state commissions delayed arbitration to permit the parties limited time to

negotiate the disputed issues.[16] Of these four states, only Florida has an established procedural schedule through the hearing phase.

Intrado also filed for arbitration with Embarq in various states. On February 14, 2008, the Virginia State Corporation Commission dismissed Intrado's November 27, 2007 arbitration petition; that order is attached as Exhibit PHP-1.[17] In that decision, the Virginia commission found:

> [W]e find that there is a threshold issue that should be determined by the Federal Communications Commission ("FCC"). Therefore, we believe the FCC is the more appropriate agency to determine whether Intrado is entitled to interconnection pursuant to § 251(c) of the Telecommunications Act. [note 2] As a result, based upon the potential conflict that may arise should the [Virginia] Commission attempt to determine the rights and responsibilities of the parties under state law or through application of the federal standards embodied in the Telecommunications Act, we find that this arbitration proceeding should be deferred to the FCC.
>
> [note 2] We note that until such time as this threshold issue is resolved that it would be inappropriate to resolve the other disputed issues.

[16] At the parties' joint request, the North Carolina and Ohio commissions extended their arbitration schedules an additional 30 days. The parties have been struggling to agree on what language remains in dispute and which issues are to be presented to the commissions for arbitration. And while the Ohio commission had previously published a proceeding schedule through hearing, as of the time this testimony was prepared, it had not yet issued a new schedule.

[17] *Petition of Intrado Communications of Virginia, Inc. For Arbitration to Establish an Interconnection Agreement with Central Telephone Company of Virginia d/b/a Embarq and United Telephone – Southeast, Inc. d/b/a Embarq, under Section 252(b) of the Telecommunications Act of 1996*, Virginia Case No. PUC-2007-00112, "Order of Dismissal" dated February 14, 2008.

> Therefore, we will defer resolution of all issues in Intrado's Petition to the FCC.

The Virginia state commission found sufficient uncertainty regarding Intrado's entitlement to Section 251(c) interconnection that it deferred the matter to the FCC for resolution.

Q. WHAT INTERCONNECTION ARRANGEMENTS DOES INTRADO SEEK PURSUANT TO SECTION 251(c)?

A. At a high level, there are three basic scenarios for which Intrado seeks "interconnection," which I address more fully below. Mr. Neinast provides testimony on the technical aspects of Intrado's requested interconnection.

1. Intrado delivers E911 traffic to AT&T Florida for completion to AT&T Florida-served PSAPs.

2. AT&T Florida delivers E911 traffic to Intrado for completion to Intrado-served PSAPs.

3. Certain PSAPs request that AT&T Florida (and Intrado) offer the ability to transfer emergency calls between them (*i.e.*, the PSAPs) serving adjacent areas.

Q. PLEASE DESCRIBE SCENARIO 1.

A. In Scenario 1, Intrado delivers E911 traffic to AT&T Florida for completion to AT&T Florida-served PSAPs. This is the situation where an Intrado local exchange customer (if there actually was one – which

there will not be, as I stated in my testimony for Issue 1(a)) dials 911 and the responding PSAP is served by AT&T Florida. This arrangement is the same as for any CLEC seeking to have its local exchange customers reach PSAPs served by AT&T Florida. This scenario would also include the situation where Intrado transported 911 calls originated by other carriers' (*e.g.,* wireless) end users for completion to AT&T Florida-served PSAPs. AT&T Florida agrees to include terms and conditions for Scenario 1; therefore, the Commission need not consider whether or not AT&T Florida is obligated to include such provisions.

Q. YOU STATED THAT AT&T FLORIDA AGREES TO INCLUDE TERMS AND CONDITIONS FOR SCENARIO 1 IN THE ICA. DOES IT ALSO AGREE TO OFFER TERMS AND CONDITIONS FOR SCENARIO 2 INTERCONNECTION PURSUANT TO SECTION 251(c)?

A. No. Under Scenario 2, Intrado is providing E911 service to the PSAP, and the 911 caller is an AT&T Florida end user. It is my understanding that AT&T Florida is not obligated to interconnect with Intrado pursuant to Section 251(c) in this situation. Accordingly, Scenario 2 should be covered by a separate commercial agreement, not a Section 251 ICA, and AT&T Florida is willing to negotiate such an agreement with Intrado. However, in the event the Commission disagrees, AT&T Florida offers Sections 5 and 6 in Appendix 911 to reflect reciprocity in the parties' E911 responsibilities. (*See* Neinast Exhibit MN-1.)

Q. YOU STATED THAT INTRADO IS NOT ENTITLED TO SECTION 251(c) INTERCONNECTION WHEN INTRADO IS PROVIDING THE E911 SERVICE TO A PSAP ACCESSED BY AN AT&T FLORIDA END USER DIALING 911. PLEASE EXPLAIN.

A. In its First Report and Order, the FCC concluded:

> the term "interconnection" under section 251(c)(2) refers only to the physical linking of two networks for the mutual exchange of traffic."[18]

When an AT&T Florida caller dials 911, the call is delivered to the PSAP over a one-way arrangement that cannot support the mutual exchange of traffic. Based on the FCC's definition of Section 251(c) interconnection, this scenario does not qualify.

Q. DOES E911 SERVICE SUPPORT THE MUTUAL EXCHANGE OF TRAFFIC?

A. No. Mr. Neinast addresses the technical aspects of the E911 network, but I think a very simple (*i.e.,* non-technical) description will provide the basic framework for my testimony on this matter. When a caller dials 911, the call is routed through the E911 network to the proper PSAP so that emergency resources can be dispatched to assist. The call comes into the PSAP via a dedicated one-way terminating arrangement that cannot support call origination. In other words, if the PSAP dispatcher needs to originate a telephone call (*e.g.,* if the caller is disconnected

[18] FCC's First Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. August 8, 1996) at ¶ 176. *See also* 47 C.F.R. § 51.5.

and the dispatcher needs to call the party back), that call must be placed via a *different* line that is *not* part of the E911 network – a line that is equipped for basic telephone service. Regular telephone calls cannot be dialed by the PSAP dispatcher via the E911 network. Thus, the E911 arrangement is not capable of supporting two-way traffic and, therefore, cannot support the mutual exchange of traffic.

Q HAS AT&T FLORIDA NONETHELESS PROPOSED CONTRACT LANGUAGE TO ACCOMMODATE THIS SCENARIO?

A. Yes. As I stated above, AT&T Florida has proposed contract language to address the circumstance when an AT&T Florida end user needs to access an Intrado-served PSAP. (*See* Neinast Exhibit MN-1, Sections 5 and 6.)

Q. WHY HAS AT&T FLORIDA PROPOSED CONTRACT LANGUAGE WHEN IT DOES NOT BELIEVE IT IS OBLIGATED TO INCLUDE SUCH LANGUAGE IN THE ICA?

A. AT&T Florida provides contract language out of an abundance of caution in the event the Commission decides that such matters must be included in a Section 251 ICA. If that were to occur, AT&T Florida needs to have its competing language before the Commission to demonstrate the problems with Intrado's one-sided language.

Intrado has raised issues regarding its need for terms and conditions to be reciprocal to reflect that either Party may be responsible for routing

calls to their PSAP customers. For example, on page 42 of its Petition, Intrado states:

> Intrado also has made AT&T's original language regarding 911/E911 rights and obligations reciprocal so that it addresses each Party's obligations regardless of whether the primary provider of those services in a particular geographic area is AT&T or Intrado.

Yet the language Intrado has proposed is anything but "reciprocal." As discussed by Mr. Neinast regarding Issue 3 and related issues, Intrado's language inappropriately imposes unequal obligations upon AT&T Florida.

While AT&T Florida believes Scenario 2 is not properly included in a Section 251 ICA, and will enter into a commercial agreement if so requested, to the extent the Commission disagrees, AT&T Florida's proposed language (which *is* appropriately reciprocal) should be adopted.

Q. DOES AT&T FLORIDA INTERCONNECT WITH OTHER ILECS FOR COMPLETION OF E911 CALLS?

A. Yes. AT&T Florida interconnects with adjacent ILECs for handling of E911 calls. The ILECs' geographic footprints do not always align with municipal boundaries, making such interconnection essential for prompt emergency response. This ILEC to ILEC arrangement permits AT&T Florida's end users to access other ILECs' E911 customers, as may be appropriate, and vice versa. It also permits transfer of calls between

emergency responders serving adjacent areas. Importantly, however, these arrangements are pursuant to commercial agreements, not Section 251(c) interconnection agreements. Intrado's attempt to force such arrangements into a Section 251 ICA is novel and, to my knowledge, unprecedented – and appears to be primarily driven by Intrado's attempts to shift its costs onto AT&T Florida.

Q DOES AT&T FLORIDA ALSO OPPOSE INCLUDING SCENARIO 3 (SELECTIVE ROUTER TO SELECTIVE ROUTER CALL TRANSFERS) IN A SECTION 251 ICA?

A. Yes. Scenario 3 involves establishing the capability for PSAPs served by AT&T Florida and by Intrado to have calls transferred between them via Selective Router to Selective Router call transfers between AT&T Florida and Intrado. AT&T Florida does not believe it is required by Section 251(c) to offer Selective Router to Selective Router transfers pursuant to an ICA. Moreover, it is essential that the PSAPs requesting this service actively participate in negotiating such arrangements. Therefore, Scenario 3 should be covered by a separate commercial agreement, not a Section 251 ICA. AT&T Florida commits to make Selective Router to Selective Router functionality available to PSAPs pursuant to a commercial agreement that includes all affected parties, upon PSAP request.

Q. HAS AT&T FLORIDA NONETHELESS PROPOSED CONTRACT LANGUAGE TO ACCOMMODATE THIS SCENARIO 3?

A. Yes. As discussed by Mr. Neinast, PSAPs typically only require transfer functionality when a call needs to be redirected to a different PSAP to reach the appropriate emergency responders. It is the PSAP customers, however, not the LECs, that request the ability to effectuate such transfers.

Accordingly, the LECs should enter into an agreement that reflects the particular needs of the affected PSAPs, with the PSAPs' participation. Such an arrangement cannot be adequately addressed in an ICA between two parties. AT&T Florida has proposed language that obligates the parties to coordinate and cooperate with requesting PSAPs for such an arrangement. (*See* Neinast Exhibit MN-1, Section 1.4.)

ISSUE 1(c): OF THE SERVICE IDENTIFIED IN ISSUE 1(a), FOR WHICH, IF ANY, SHOULD RATES APPEAR IN THE ICA?

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

Q. SINCE YOU HAVE STATED THAT AT&T FLORIDA IS NOT OBLIGATED TO OFFER INTRADO SECTION 251(c) INTERCONNECTION FOR ANY OF THE SERVICES IT PROVIDES, WHAT, IF ANY, RATES FOR THESE SERVICES SHOULD APPEAR IN THE ICA?

A. Since AT&T Florida has agreed to include terms and conditions for Scenario 1 in the ICA, any related Section 251 rates should be included in the ICA as well. However, it is only appropriate to include relevant prices in the ICA for Scenarios 2 and/or 3 to the extent the Commission requires inclusion of terms and conditions for such interconnection.

That notwithstanding, there may be terms and conditions associated with these interconnection scenarios for which prices are contained in AT&T Florida's tariffs and not in the ICA. For example, Appendix 911 NIM Section 2.3 provides that each party is responsible for the facilities on its side of the POI. To the extent Intrado chooses to obtain facilities from AT&T Florida to meet this obligation (rather than obtaining them from another carrier or self-providing), these facilities would be leased pursuant to AT&T Florida's special access tariff – not the ICA. In such cases, it would be improper to include the prices in the ICA.

Q. HAS AT&T FLORIDA PROPOSED RATES SPECIFIC TO 911 SERVICE?

A. No. AT&T's 9-state template does not include prices relative to 911 service, *e.g.,* database charges. Likewise, AT&T does not propose to charge for interconnection trunks pursuant to the ICA. However, as I stated above, AT&T Florida does offer to lease tariffed special access facilities to Intrado (on Intrado's side of the POI) that Intrado may use to provide 911 service.

Q. HAS INTRADO PROPOSED RATES FOR THE 911 INTERCONNECTION IT SEEKS?

A. No, Intrado did not propose any 911 charges.[19] The parties have therefore agreed, for all intents and purposes, that there will be no charges to each other for 911 interconnection.

Q. PLEASE PROVIDE A BRIEF SUMMARY OF YOUR TESTIMONY FOR ISSUE 1.

A. Intrado intends to offer only emergency services and seeks to interconnect with AT&T Florida for those services. There are three basic scenarios regarding E911 network interconnection that are the subject of Issue 1:

1. Intrado delivers E911 traffic (originated by its own end users, if there were any, and by other carriers' end users) to AT&T Florida for completion to AT&T Florida-served PSAPs. AT&T Florida agrees to include terms and conditions for this circumstance; therefore, the Commission need not consider whether or not AT&T Florida is obligated to include such provisions.

[19] While Intrado has not provided AT&T Florida with any charges it intends to impose, Intrado has proposed language in Appendix 911 Section 6.1.1.2 that, to the extent AT&T Florida does not segregate 911 traffic to route directly from the end office to Intrado's Selective Router, AT&T Florida will bear any and all costs Intrado might incur as a result. Mr. Neinast explains the technical aspects of Intrado's language in his testimony for Issue 3(a). Intrado's language is another demonstration of its objective to improperly shift its costs to AT&T Florida and/or impose additional costs on AT&T Florida.

2. AT&T Florida delivers E911 traffic (originated by its own end users) to Intrado for completion to Intrado-served PSAPs. AT&T Florida does not believe it is obligated by Section 251(c) to include terms and conditions for this arrangement in the ICA. In the event the Commission disagrees, AT&T Florida offers Sections 5 and 6 in Appendix 911 to reflect reciprocity in the parties' E911 responsibilities.

3. Certain PSAPs request that AT&T Florida (and Intrado) offer the ability to transfer emergency calls between them (*i.e.,* the PSAPs) serving adjacent areas. AT&T Florida does not believe it is required by Section 251(c) to offer Selective Router to Selective Router transfers pursuant to an ICA. Moreover, it is essential that the PSAPs requesting this service actively participate in negotiating such arrangements. AT&T Florida commits to make Selective Router to Selective Router functionality available to PSAPs pursuant to a commercial agreement that includes all affected parties, upon PSAP request. AT&T Florida proposes language to capture this commitment in Appendix 911, Section 1.4.

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

Q. IS AT&T'S 9-STATE TEMPLATE INTERCONNECTION AGREEMENT THE APPROPRIATE STARTING POINT FOR NEGOTIATIONS?

A. Yes, it is. AT&T's 9-state template was specifically designed for CLEC ICAs in its 9-state (former BellSouth) territory and is therefore the appropriate starting point for negotiations of an ICA with Intrado in Florida. This template reflects the appropriate terms and conditions and network architecture for services AT&T offers in the 9-state region and accommodates the unique state-specific legal and regulatory requirements, network, technical, operational, operations support systems ("OSS"), policies, etc, for the former BellSouth region, including Florida. AT&T offered Intrado the 9-state template for Florida, and the parties commenced negotiations on those documents.

In contrast, the 13-state template was designed for CLEC ICAs in AT&T's 13-state (former SBC) territory and does not accommodate the particular characteristics present in Florida.

Q. HOW WOULD A COMMISSION DECISION TO UTILIZE THE 9-STATE TEMPLATE FOR INTRADO'S FLORIDA ICA AFFECT OTHER ISSUES IN THIS ARBITRATION?

A. If the Commission agrees with AT&T Florida that the 9-state template provides the proper framework for the parties' ICA, a number of issues in this arbitration would be eliminated. Many issues associated with the

13-state appendices (*i.e.,* GTC, NIM, ITR, OET, IC, PC, and Pricing[20]) would be moot, as well as portions of some of the remaining issues. Thus, the only issues outstanding for the Commission to resolve would be threshold Issue 1, plus those issues specifically associated with the parties' interconnection for 911 service, which includes Issues 3-5, portions of 7a, 8b, 9-11, and 24. In addition, there are some disputes not specific to 911 service that AT&T Florida expects Intrado would introduce to the 9-state template. These issues include Issue 6, 12, 13a, 14a, 29a, 29b, 30a, 30b and possibly, to a limited degree, 36. *See* Exhibit PHP-2 for a matrix of issues remaining for arbitration with the use of the 9-state template. The 911 issues represent the crux of the parties' dispute, so a decision to utilize the 9-state template would enable the Commission to focus its attention on issues of substance.

Q. YOU MENTIONED THAT CERTAIN ISSUES WOULD NOT EXIST WITH THE 9-STATE TEMPLATE. WHY WOULD THESE ISSUES BE ELIMINATED (OR LIMITED) FROM THE ARBITRATION?

A. Certain issues are specific to 13-state language in dispute, specifically Issues 7b, 13b, 14b, 15, 16, 25a, 31, 32, and 34a, and 34b. Intrado's disputes are not present in the 9-state language for these issues (and AT&T Florida will not introduce them). *See* page one of Exhibit PHP-3 for a matrix that depicts the relevant ICA sections and a brief

[20] General Terms and Conditions ("GTC"), Network Interconnection Methods ("NIM"), Interconnection Trunking Requirements ("ITR"), Out of Exchange Traffic ("OET"), Intercarrier Compensation ("IC") and Physical Collocation ("PC").

explanation for their exclusion. In addition, some other issues with multiple language sections in dispute are partially eliminated. See page two of Exhibit PHP-3 for a matrix depicting those issues that are partially eliminated from the arbitration, with the corresponding ICA references.

Q. WHAT CRITERIA DID YOU USE TO DETERMINE WHICH ISSUES (OR PARTS OF ISSUES) COULD BE ELIMINATED AND WHICH WOULD BE RETAINED?

A. I examined the 13-state language for each ICA section in dispute and looked for comparable language in the 9-state template. If I found similar language that I believed Intrado would seek to modify, I retained that as an issue for arbitration; if I did not, I assumed it would be omitted.

Consider, for example, the parties' dispute in Issue 29(a) regarding Pricing Sections 2.2 and 2.3. Pricing Section 2.2 contains language regarding the appropriate increment for rounding local usage (in six-second increments versus to the next whole minute) prior to assessing reciprocal compensation charges. Since the 9-state ICA provides that reciprocal compensation charges are based on factors rather than actual usage, the dispute about how to round usage no longer makes sense, and Pricing Section 2.2 can be eliminated from consideration in Issue 29(a).

Pricing Section 2.3 considers how to round mileage (to the next mile versus to the next one-fifth mile) before assessing facility charges. Since there is language in 9-state Attachment 2 Section 2.3.11 stating that facility mileage is to be rounded to the next mile, I assumed Intrado would maintain its dispute that the proper rounding increment is one-fifth mile. Thus, Issue 29(a) is retained for Pricing Section 2.3.

Q. WHAT WOULD BE THE PRACTICAL RESULT IF THE COMMISSION REQUIRED AT&T TO USE THE 13-STATE TEMPLATE FOR INTRADO'S NEW ICA IN FLORIDA?

A. If the Commission were to order AT&T Florida to negotiate an ICA with Intrado based on the 13-state template, AT&T would need to undertake a thorough analysis of the 13-state template to determine what language would need to be added, deleted and/or changed to accommodate the particular requirements for a CLEC ICA in Florida. Such an analysis could take several months or longer, depending, in part on the volume of ICA porting requests AT&T must undertake (using the same resources) during the same time period. In addition, the result of that review would most certainly generate new issues to be presented for arbitration. Since Intrado has expressed a sense of urgency in executing an ICA with AT&T Florida, it is surprising that they adamantly refuse to use an ICA template that does not impose such hurdles.

Q. BRIEFLY DESCRIBE AT&T'S EXPERIENCE "NEGOTIATING" WITH INTRADO FOR A FLORIDA ICA.

A. As I stated, AT&T provided Intrado with its 9-state generic template ICA as a starting point for negotiations in AT&T's 9-state region, including Florida.[21] There was a very limited exchange of redlines of that 9-state template. At the time Intrado provided AT&T with its redlines (October 2007), Intrado apparently agreed with AT&T that the 9-state template represented the appropriate documents to be negotiated for Florida. However, when Intrado filed its arbitration petition with the Commission on December 21, 2007, Intrado did not utilize the 9-state template the parties had begun negotiating from. Rather, Intrado redlined AT&T's 13-state template agreement – which is not now and never has applied in or been offered to CLECs for negotiation of a new ICA in Florida or anywhere in the former BellSouth 9-state region – to simply state that it encompassed all 22 states, including Florida and the entire 9-state region.

Q. IS AT&T OBLIGATED TO NEGOTIATE AND ENTER INTO A NEW INTERCONNECTION AGREEMENT WITH INTRADO IN FLORIDA THAT IS BASED ON AT&T'S 13-STATE TEMPLATE?

A. No. It is evident to me that there is nothing in the 1996 Telecom Act requiring AT&T to negotiate for a Florida ICA using such a template.

[21] AT&T also provide Intrado with its 13-state template for negotiation in the 13-state region.

Q. DOES INTRADO CONTEND THAT THE 1996 ACT REQUIRES AT&T TO NEGOTIATE WITH INTRADO FOR AN ICA BASED ON A TEMPLATE NEVER INTENDED FOR APPLICATION IN FLORIDA?

A. No. To my knowledge Intrado relies exclusively on its recently stated preference for AT&T's 13-state template.

Q. DID INTRADO REQUEST THAT AT&T PORT AN INTERCONNECTION AGREEMENT FROM A FORMER SBC STATE (*i.e.*, 13-STATE REGION) TO FLORIDA?

A. No. Intrado did not select any currently effective ICA from another state and request that it be ported to Florida.[22] That, however, is the only situation in which AT&T is obligated to provide such an agreement, and then, only after modifications are made as provided for by the FCC. It is only in the context of this arbitration that Intrado claims it was seeking a Florida ICA based on AT&T's 13-state template. Had Intrado made a porting request, the history of this case and the negotiations would have been entirely different.

Q. HAVE THE PARTIES ENGAGED IN NEGOTIATIONS SUBSEQUENT TO THE COMMENCEMENT OF THIS ARBITRATION?

A. Yes, although the parties have not specifically discussed the ICA in the context of this Florida arbitration. Both the Ohio Public Utilities Commission (PUCO) and the North Carolina Utilities Commission

[22] Intrado did not make a porting request but rather initiated a request to negotiate a brand-new interconnection agreement with AT&T.

(NCUC) abated their respective proceedings (Ohio for 30 days and North Carolina for 45 days) so the parties could negotiate the issues presented for arbitration.[23] Since the parties had virtually no negotiations prior to Intrado's arbitration filings, this very limited time was allocated so the parties could negotiate the issues presented for arbitration with the expectation that the issues would be clarified and that, hopefully, at least some of the issues would be resolved between the parties.[24]

Q. HAVE THE PARTIES REACHED AGREEMENT ON THIS FUNDAMENTAL ISSUE 2?

A. No. Although in post-arbitration negotiation sessions the parties agreed to use AT&T's 13-state Appendix 911 and have created a new Appendix 911 NIM as the basis for certain contract language in Florida (*see* Exhibits MN-1 and MN-2), they were unable to agree on the template to be used for the remainder of the ICA.

Q. PLEASE SUMMARIZE YOUR TESTIMONY ON ISSUE 2.

A. AT&T's 9-state (former BellSouth) template was specifically designed to accommodate the requirements (*e.g.,* network architecture, system,

[23] On December 21, 2007, Intrado filed for arbitration with AT&T in four states: Alabama, Florida, North Carolina, and Ohio.

[24] During the limited time available, the parties have been struggling to agree on what language remains in dispute and which issues are to be presented to the commissions for arbitration. Accordingly and at the parties' joint request, the North Carolina and Ohio commissions extended their arbitration schedules an additional 30 days – still significantly less than the 135-160 days allotted for negotiations by the Act.

service offering, legal, and regulatory) of AT&T's former BellSouth 9-state region. It is from this template that the parties' commenced and engaged in negotiations (however limited) prior to Intrado's arbitration filing. Using this template would eliminate many of the disputed issues from this arbitration, permitting the Commission to focus on matters of substance.

AT&T's 13-state (former SBC) template was never intended for use in the 9-state region, nor was it offered to Intrado for such use. A decision to utilize the 13-state template would require significant and time-consuming analysis of that template to identify language that must be changed for Florida – which would result in additional, as-yet unidentified issues requiring arbitration. Additionally, this is not the agreement that the parties started negotiating from for Florida, so it is not appropriate as a basis for this arbitration.

ISSUE 9: TO THE EXTENT NOT ADDRESSED IN ANOTHER ISSUE, WHICH TERMS AND CONDITIONS SHOULD BE RECIPROCAL? (911 Section 10.1, 11.1, 11.3; OET Section 1.1)[25]

Q. WHAT IS THE PARTIES' DISPUTE IN APPENDIX 911 SECTION 10?

[25] Mr. Neinast provides testimony for other ICA sections reflected as disputed in Issue 9.

A. Appendix 911 Section 10.1 addresses compensation for access to 911 services. The parties agree that rates for such access pursuant to Section 251 of the Act are set forth in Appendix Pricing. However, Intrado objects to AT&T Florida's language (bold underline) providing that access tariff pricing (rather than ICA pricing) might be appropriate in certain situations.

> Rates for access to the Parties' 911 and E911 Databases, trunking and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act as set forth in the **AT&T-(STATE)** Appendix Pricing **or the applicable Party's Commission-approved access tariff**.[26]

As I stated above for Issues 1(c) and 1(d), the parties have not proposed rates for 911 database functions or trunking, so there would be no relevant prices in Appendix Pricing. Furthermore, Appendix Pricing is a 13-state document that would not apply in Florida (since pricing is state specific).

Q. PLEASE PROVIDE AN EXAMPLE OF WHEN ACCESS TARIFF PRICING WOULD BE APPROPRIATE FOR THE PROVISION OF 911 SERVICES.

A. A simple example would be a situation where Intrado sought to lease facilities from AT&T Florida to provide 911 service to a PSAP. When

[26] Throughout this testimony, I reflect the parties' disputed ICA language as follows: AT&T Florida's language to which Intrado objects is reflected in **bold underline** font. Intrado's language to which AT&T Florida objects is reflected in ***bold italics*** font. Text that is in normal font or simply **bold** is agreed to by the parties.

AT&T Florida is not obligated to offer such facilities pursuant to the ICA (*e.g.,* dedicated transport on a route that is not impaired and therefore not offered in the ICA), Intrado would order and pay for such facilities pursuant to AT&T Florida's access tariff. Further, to the extent Intrado elected to utilize AT&T Florida's facilities to connect to the POI, such facilities would also be ordered and priced pursuant to AT&T Florida's special access tariff. Thus, AT&T Florida's inclusion of the Commission-approved access tariff as applicable in some circumstances is appropriate and should be adopted.

Q. WHAT IS THE PARTIES' DISPUTE IN APPENDIX 911 SECTIONS 11.1 AND 11.3?

A. The parties disagree about whether to use the term "customers" or "End Users" to describe the limits to each party's 911 liability. A representative sample of the disputed language is reflected in Section 11.3 and states:

> Each Party agrees to release, indemnify, defend and hold harmless the other Party from any and all Loss arising out of either Party's 911 System hereunder or out of either Party's **customers' or** End Users' use of the 911 System ...

Intrado may (and AT&T Florida does) provide wholesale and/or retail service to other carriers and, as I discuss in my testimony for Issue 31, carriers are not End Users and End Users are not carriers. Including customers in this language affords both parties protection from loss

arising from *all* of the other party's customers, not just those defined by the ICA as End Users.

The use of the term End Users, as proposed by Intrado, is too narrow and does not adequately capture the appropriate limits to each party's 911 liability. AT&T Florida's addition of the more general term "customer" is appropriate and should be adopted because there is an important distinction in the ICA between customers and End Users.

Q. WHAT IS THE PARTIES' DISPUTE REGARDING LANGUAGE IN OET SECTION 1.1?[27]

A. The language in dispute in Appendix Out-of-Exchange Traffic (OET) Section 1.1 is:

> This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4). ***This Appendix does not govern the Parties' exchange of 911/E911 Service calls or the inter-Selective Router transfer of 911/E911 Service calls.***

Intrado proposes language (bold italics) to exclude the exchange of 911 calls and inter-SR calls from the OET appendix. This language is unnecessary because the definition of out-of-exchange traffic in OET Section 1.4 already excludes 911 traffic:

[27] This language dispute (OET Section 1.1) is not present in the 9-state template and need not be addressed by the Commission unless it requires use of the 13-state template. I have included this testimony here to avoid any confusion that might be caused by reflecting the same issue (albeit for different ICA sections) in two places.

> For purposes of this Appendix only, **"Out of Exchange Traffic"** is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver ...

Intrado's additional language is unnecessary and should be rejected.

ISSUE 11: WHAT ARE THE OBLIGATIONS AND RESPONSIBILITIES OF EACH PARTY TO COLLECT AND REMIT 911/E911 SURCHARGES, AND TO PROVIDE ANY RELATED REPORTS? (911 Sections 7.2.1.1, 7.2.1.2, 7.2.2, 7.2.2.1, 7.2.2.2)

Q. ARE THE PARTIES IN GENERAL AGREEMENT REGARDING HANDLING OF 911 SURCHARGES?

A. Yes. The parties agree that each is responsible for collecting 911 surcharges from its end users and remitting them to the proper government agencies. And while language in 911 Sections 7.2.1.1 and 7.2.1.2 is still reflected as disputed, the parties resolved this language in negotiations for their ICA in Ohio and can, I believe, reach similar resolution for Florida.

Q. WHAT IS THE DISPUTE IN 911 SECTION 7.2.2 AND ITS SUBSECTIONS?

A. AT&T Florida has proposed additional language to address the parties' respective obligations when Intrado is operating as a reseller of basic local exchange service.

> **7.2.2 For CLEC as a Reseller, except where state law requires the ILEC to serve as a clearinghouse between Resellers and PSAPs, the Parties agree that:**
>
> **7.2.2.1 CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.**
>
> **7.2.2.2 AT&T-(STATE) shall include Reseller CLEC information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).**

This language clearly sets forth how 911 surcharges will be handled if Intrado ever operates as a reseller. When Intrado is not operating as a reseller, this language is not invoked, and there is no harm to Intrado by including it in the ICA. However, since Intrado is authorized to be a reseller in Florida, and the ICA will include resale provisions, the ICA should also include provisions for the associated 911 responsibilities. In addition, because other CLECs that may operate as resellers can adopt this ICA, inclusion of this language is important.

ISSUE 12: ARE 911/E911 CALLS EXCHANGED BETWEEN THE PARTIES SUBJECT TO INTERCARRIER COMPENSATION? (IC Sections 1.1, 6.1)

Q. DO AT&T FLORIDA AND INTRADO AGREE IN PRINCIPLE WITH RESPECT TO INTERCARRIER COMPENSATION FOR E911 SERVICE CALLS?

A. Yes. The parties agree that E911 calls are not subject to intercarrier compensation. The question in this issue is not whether such calls are subject to intercarrier compensation – they are not. The question is how should the ICA capture the exclusion.

Q. GIVEN THAT THE PARTIES AGREE IN PRINCIPLE, WHAT IS THE REAL DISPUTE IN THIS ISSUE?

A. AT&T Florida's position is that the agreed upon language is sufficient. IC Section 1.1 provides that Appendix Intercarrier Compensation "does not apply to 911 Service or E911 Service calls delivered to either AT&T-(STATE)'s 911 System or CLEC's 911 System."

Despite the clear language already set forth in IC Section 1.1, Intrado proposes the following additional language that goes beyond the scope of the ICA and to which AT&T Florida objects.

> ***Such calls shall not be billed at reciprocal compensation rates, access rates, transit rates, or any other intercarrier compensation rate.***

Since the appendix in its entirety does not apply to E911 traffic, it is inappropriate to include in the ICA any *additional* language with respect to compensation for E911 calls. Moreover, such language could be in conflict with other terms and conditions, either within the ICA or in a separate agreement or tariff. For example, if the parties (or a CLEC adopting Intrado's ICA) negotiated a separate agreement for the express purpose of transiting 911 calls, and that contract included a charge for that service, it is unclear which contract term would prevail – Intrado's ICA provision that there shall be no transit charge, or the commercial agreement that specifically sets forth a transit charge.

IC Section 1.1 already provides that 911 calls are not subject to Appendix Intercarrier Compensation. This language is sufficient. Intrado's additional language, which goes beyond the scope of the ICA, should be rejected because it creates an unnecessary potential for future disputes.

Regarding IC Section 6.1, AT&T Florida agrees to Intrado's proposed deletion of "911 Service traffic," resolving the language dispute in that section. 911 Service traffic is already excluded from intercarrier compensation by the agreed-upon language in Section 1.1.

ISSUE 13(a): WHAT SUBSET OF TRAFFIC, IF ANY, SHOULD BE ELIGIBLE FOR INTERCARRIER COMPENSATION WHEN EXCHANGED

BETWEEN THE PARTIES? (GTC Sections 1.1.84, 1.1.122; IC Sections 1.2, 4.1, 5.1, 16.1; ITR Sections 2.14, 12.1, 12.2)

Q. PLEASE PROVIDE AN OVERVIEW OF THIS ISSUE, SINCE THERE ARE NUMEROUS ICA SECTIONS IN DISPUTE.

A. The parties disagree as to the proper definitions for "Section 251(b)(5) Traffic," "ISP-Bound Traffic" and "Switched Access Traffic." 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 that generally defines these terms in accordance with "Applicable Law" is unnecessarily vague and should be rejected. The parties also disagree regarding application of those terms to other provisions in the ICA.

Q WHY HAS AT&T FLORIDA PROPOSED A COMPREHENSIVE DEFINITION FOR SECTION 251(b)(5) TRAFFIC?

A. AT&T Florida's proposed definition for Section 251(b)(5) traffic,[28] set forth below, accurately reflects the specific criteria applied in determining what traffic is subject to reciprocal compensation.

> **Section 251(b)(5) Traffic" shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:**

[28] AT&T Florida has proposed its definition of Section 251(b)(5) Traffic be included in both the GTCs (Section 1.1.124) and Appendix IC (Section 4.1). Intrado has not objected to this definition appearing twice; rather Intrado has proposed the same competing language in both instances.

a. **both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or**

b. **both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.**

Intrado's proposed definition is unnecessarily vague:

> ***"Section 251(b)(5) Traffic" is as defined by Applicable Law, including the rules, regulations and orders of the FCC and courts of competent jurisdiction.***

It is not clear whether Intrado disagrees with the substance of AT&T Florida's language or simply prefers a vague definition that is open to differing interpretations. AT&T Florida's specific definition is consistent with the language previously adopted by the Public Utilities Commission of Ohio[29] and should be adopted here.[30]

Q. WHAT IS DISPUTE REGARDING THE DEFINITION OF ISP-BOUND TRAFFIC?

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[29] *See*, for example, *In the Matter Of TelCove Operations, Inc.'s Petition for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, and Applicable State Laws for Rates, Terms, and Conditions of Interconnection with Ohio Bell Telephone Company d/b/a SBC Ohio*, Case No. 04-1822-TP-ARB, Arbitration Award dated January 25, 2006, Issue 37.

[30] Since this language is 13-state language never presented for arbitration in Florida, there can be no prior state-specific ruling to reference. It is therefore appropriate to consider that a 13-state commission (in this case, Ohio) adopted this language.

A. The parties dispute is reflected by the following language:

> "**ISP-Bound Traffic**" shall mean telecommunications traffic, ***defined*** in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order")., **"ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and AT&T-(STATE) in which the originating End User of one Party and the ISP served by the other Party are:**
>
> a. **both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or**
>
> b. **both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.**

As with the definition of Section 251(b)(5) Traffic, AT&T Florida has proposed additional language be included in the definition of ISP-Bound Traffic to clearly articulate what is intended.[31] Accordingly, AT&T Florida's language should be adopted.

[31] AT&T Florida has proposed its definition of ISP-Bound Traffic be included in both the GTCs (Section 1.1.84) and Appendix IC (Section 5.1). Intrado has not objected to this definition appearing twice; rather Intrado has proposed the same competing language in both instances.

Q. BRIEFLY DISCUSS THE PARTIES' DISPUTE REGARDING THE DEFINITION OF SWITCHED ACCESS TRAFFIC.

A. AT&T Florida has proposed a comprehensive definition of Switched Access Traffic, while Intrado simply wants a vague reference to Applicable Law.[32]

> For purposes of this Agreement only, Switched Access Traffic shall ***be defined consistent with Applicable Law.*** **mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-(STATE)'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement.** ***To the extent required by Applicable Law***, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges;

[32] AT&T Florida has proposed its definition of Switched Access Traffic be included in both Appendix IC (Section 16.1) and Appendix ITR (Section 12.1). Intrado has not objected to this definition appearing twice; rather Intrado has proposed the same competing language in both instances.

provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks.

The Ohio state commission previously adopted the same language AT&T Florida proposes here.[33] As with other 13-state language in dispute, which was intended for 13-state application, the Commission has not had occasion to consider this language. In absence of specific Florida precedent and because there is no further direction from the FCC regarding this type of traffic, the Commission should follow the lead of the Ohio commission, which has experience with the 13-state language, and adopt AT&T Florida's language.

Q. WHAT OTHER DISPUTED LANGUAGE IS ENCOMPASSED BY THIS ISSUE 13(a)?

A. The parties have a language dispute in IC Section 1.2, subsections of IC Section 16.1, and ITR Section 2.14.[34] This language relates to the type of services Intrado will be offering its end users.

AT&T Florida's language in IC Section 1.2 clarifies that Appendix IC applies to Intrado's "wireline local telephone exchange (dialtone) service." This is a wireline ICA, and Intrado should not be delivering

[33] TelCove Arbitration Award at pp. 16-18, SBC Issue 46.

[34] This language dispute is not present in the 9-state template and need not be addressed by the Commission unless it requires use of the 13-state template. I have included this testimony here to avoid any confusion that might be caused by reflecting the same issue (albeit for different ICA sections) in two places.

wireless traffic to AT&T Florida over local interconnection trunks pursuant to this agreement.[35] Likewise, in IC Section 16.1 (subsections i and ii) and ITR Section 2.14, Intrado's traffic delivered over the local interconnection trunks should be dial tone (*i.e.,* wireline) traffic originated by its end users. Accordingly, AT&T Florida's language should be adopted.

ISSUE 14(a): SHOULD THE TERMS AND CONDITIONS FOR THE EXCHANGE OF TRAFFIC FROM THIRD-PARTIES AND INTERLATA TRAFFIC BE RECIPROCAL? (IC Sections 3.5, 12.1)

Q. SHOULD THE TERMS AND CONDITIONS FOR THE EXCHANGE OF TRAFFIC FROM THIRD PARTIES BE RECIPROCAL?

A. No. AT&T Florida has direct interconnection arrangements with all other local exchange carriers doing business in its territory – none of that traffic will be carried by Intrado. Therefore, the language in IC Section 3.5 regarding intercarrier compensation arrangements with third parties is only applicable to Intrado (to the extent it originates and/or terminates traffic to third parties via AT&T Florida as the transit provider) and is not appropriate for AT&T Florida.

[35] AT&T Florida offers a different ICA to wireless carriers that accommodates the differing requirements of wireless service. If Intrado seeks to deliver wireless traffic to AT&T Florida, Intrado should request a wireless ICA. To the extent Intrado intends to deliver wireless 911 traffic to AT&T Florida, the parties have agreed that Appendix IC does not apply to 911 traffic.

Q. PLEASE DESCRIBE THE PARTIES' DISPUTE REGARDING INTERLATA TRAFFIC.[36]

A. Intrado proposes to make language regarding compensation for interLATA traffic reciprocal, to which AT&T Florida objects. IC Section 12.1 states:

> Where **CLEC** ***either Party*** originates or terminates its own End User InterLATA Traffic not subject to Meet Point Billing, **CLEC** ***the Party*** must purchase feature group access service from **AT&T-(STATE)** ***the other Party***'s state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

AT&T Florida does not provide interLATA service and therefore does not purchase related feature group access services from any carrier. Thus, Intrado's proposed reciprocity for interLATA traffic is inappropriate and should be rejected.

ISSUE 24: WHAT LIMITATION OF LIABILITY AND/OR INDEMNIFICATION LANGUAGE SHOULD BE INCLUDED IN THE ICA? (GTC Section 15.7)

Q. WHAT IS THE PARTIES' DISPUTE REGARDING 911 LIABILITY?

A. There are two parts to the language in dispute for GTC Section 15.7, which states as follows:

[36] The language dispute reflected in IC Section 12.1 is not present in the 9-state template and need not be addressed by the Commission unless it requires use of the 13-state template. I have included this testimony here to avoid any confusion that might be caused by reflecting the same issue (albeit for different ICA sections) in two places.

> **AT&T-(STATE)** shall not be liable to CLEC, its **customer** ***End User*** or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service ***unless attributable to AT&T-(STATE)***.

First, since Intrado will not be serving End Users (*see* Issue 31), AT&T Florida proposes the use of the word customer instead of End User. When PSAPs obtain service from Intrado, there is no doubt that they are customers, independent of the parties' dispute regarding the definition of End Users. Furthermore, Intrado indicates it intends to provide service to other carriers, such as wireless carriers and VOIP providers, and AT&T Florida does not agree that such carriers should be classified as End Users. Using the word customer rather than End User effectively sidesteps the dispute in Issue 31 regarding the definition of End Users.

Second, the parties disagree regarding the extent of AT&T Florida's liability pursuant to the ICA.

Q. WHY DOES AT&T FLORIDA OBJECT TO BEING HELD LIABLE FOR 911 FAILURES THAT MIGHT BE "ATTRIBUTABLE" TO AT&T FLORIDA?

A. Neither Intrado nor its customers should be allowed to hold AT&T Florida liable for personal injury, death or destruction of property for system and/or equipment "errors, interruptions, defects, failures or malfunctions of 911 service" that result from the normal course of doing

business. Such damage may very well be the result of actions outside of AT&T Florida's control, but might still be considered as "attributable to AT&T." For example, an independent contractor could inadvertently cut one or more E911 facilities. In the event of a major disaster, capacity in the facilities or at the emergency answering points might be inadequate to handle the volume of calls. In these circumstances, peoples' lives or property may be at stake. Such situations are unfortunate, but Intrado cannot hold AT&T Florida responsible for any and all damage resulting from such events. Furthermore, Intrado's Tariff includes liability language that would protect Intrado in such circumstances:

> The sole and exclusive remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: The Company shall repair or replace any item of its facilities or defective part thereof at its expense. The Company shall have the option to decide whether to repair or to replace its facilities.[37]

Q. WHY ARE SUCH BROAD LIMITS ON LIABILITY FOR 911 SERVICE APPROPRIATE?

A. Broad limits on liability for 911 service are not only appropriate, they are critical and essential to allow carriers to provide 911 service at all. Without the protection of a broad limitation of liability, the cost and risk

[37] *See* Intrado Tariff Section 2.9.2.2.

of providing 911 service would be prohibitive, and no carrier would reasonably be able (or willing) to provide 911 service without an exponential rate increase, and perhaps not even then. There is no reason to deny AT&T Florida the liability protection it requires, especially ;when Intrado is still able to protect itself through its tariffs.

ISSUE 29(a): WHAT ROUNDING PRACTICES SHOULD APPLY FOR RECIPROCAL COMPENSATION USAGE AND AIRLINE MILEAGE? (IC Section 14.4; Pricing Sections 2.2, 2.3)

Q. WHERE RATES ARE DISTANCE SENSITIVE, WHAT IS THE PROPER INCREMENT FOR ROUNDING?

A. The language in dispute regarding mileage rounding is reflected in Pricing Section 2.3:

> When the calculation results in a fraction of a mile, **AT&T-(STATE)** will round up to the next ***one-fifth (1/5)*** **<u>whole</u>** mile before determining the mileage and applying rates.

The proper increment for rounding distance sensitive rates is one mile, which is standard in the industry for carrier interconnection. For example, AT&T Florida's switched access tariff provides:

> To determine the rate to be billed, first compute the mileage using the V&H coordinates method for the points involved, then apply the per mile rate shown. If the calculation results in a fraction of a mile, always round up to the next whole mile

> before determining the mileage and applying the rates.[38]

AT&T Florida's tariff for Dedicated Access Services provides similar language:

> To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association Tariff FCC. No. 4, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.[39]

Intrado's proposed language to round mileage to the next one-fifth mile is inconsistent with industry standard and should be rejected. AT&T Florida's mileage rounding increment of one mile should be adopted.

Q. WHAT IS THE APPROPRIATE ROUNDING INCREMENT FOR RECIPROCAL COMPENSATION?[40]

A. The appropriate rounding increment for calculation of conversation time is one minute, not six (6) seconds as Intrado proposes. Similar language appears in both Pricing Section 2.2 and IC Section 14.4:[41]

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[38] BellSouth Telecommunications, Inc. Florida Access Services Tariff, Section E6.7.19.

[39] BellSouth Telecommunications, Inc. Florida Access Services Tariff, Section E6.7.4.6.

[40] This is an appropriate point to remind the Commission that AT&T's 13-state language was specifically crafted and intended for AT&T's former SBC states. (*See* my testimony for Issue 2.) The former BellSouth states, including Florida, bill intercarrier compensation based on factors rather than actual usage. In that context, any discussion of rounding increments is meaningless. This is just one very small example of where the 13-state language simply does not "fit" in Florida. Because AT&T has not undertaken the significant effort required to identify exactly what 13-state language would need to be changed to permit its application in Florida, I do not know what other language is problematic.

> For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded ***based on six (6) second intervals*** **to the next whole minute**.

The parties agree that reciprocal compensation is calculated based on actual conversation seconds, as opposed to including non-conversation time (which is how access usage is calculated). Thus, there is no reciprocal compensation charge for calls not completed. The parties also agree that usage is calculated on a trunk group basis.

Rounding usage to the next whole minute is standard industry practice for carrier billing. For example, AT&T Florida's switched access tariff provides:

> *BellSouth ...* access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.[42]

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[41] The language dispute reflected in Pricing Section 2.2 and IC Section 14.4 is not present in the 9-state template and need not be addressed by the Commission unless it requires use of the 13-state template. I have included this testimony here to avoid any confusion that might be caused by reflecting the same issue (albeit for different ICA sections) in two places.

[42] BellSouth Telecommunications, Inc. Florida Access Services Tariff, Section E6.7.8.

Q. WHAT IS THE POTENTIAL FINANCIAL IMPACT TO INTRADO IF RECIPROCAL COMPENSATION USAGE IS ROUNDED TO THE NEXT MINUTE INSTEAD OF IN SIX SECOND INCREMENTS?

A. The financial impact to Intrado is truly de minimus. IC Section 14.4 provides that usage is accumulated on each trunk group for a month, and then rounded up before being billed at the agreed-upon reciprocal compensation rate of $0.0007 per minute. So, hypothetically, if Intrado had 100 trunk groups delivering Section 251(b)(5) usage to AT&T Florida, and all were rounded up by a full minute (which would never happen), that would equate to *7 cents* per month for all 100 trunk groups together – or 84 cents per year. Even if Intrado had 1000 trunk groups to AT&T Florida, that is still only $8.40 per year. It is not even worth the arithmetic to be more accurate by backing out the fraction of a minute Intrado would pay based on six second rounding.

AT&T's industry standard practice of rounding reciprocal compensation usage to the next whole minute, which is in effect with other carriers, should be adopted.

ISSUE 29(b): IS AT&T PERMITTED TO IMPOSE UNSPECIFIED NON-RECURRING CHARGES ON INTRADO? (Pricing Sections 1.9.1, 1.9.2, 1.10.1)

Q. WHAT IS THE DISPUTE REFLECTED IN PRICING SECTIONS 1.9.1 AND 1.9.2?

A. For context, in Pricing Section 1.9, the parties have agreed that AT&T Florida's obligation to provide products and services to Intrado is limited to those for which rates, terms, and conditions are contained in the ICA. The parties also agreed in Section 1.9 that to the extent Intrado ordered a product or service not contained in the ICA, AT&T Florida would reject that order. If the order was for a UNE, Intrado could submit a Bona Fide Request ("BFR") in accordance with Appendix UNE's BFR provisions. If the order was for a product or service still available in AT&T Florida's tariff, Intrado could seek to amend the ICA to incorporate relevant rates, terms and conditions.

Pricing Sections 1.9.1 and 1.9.2 address what happens if Intrado orders a product or service not contained in the ICA and AT&T Florida provisions it nonetheless. The language in Sections 1.9.1 and 1.9.2 is as follows:

> 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **AT&T-(STATE)**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then ***AT&T-(STATE) shall propose rates pursuant to the process required in Sections 251 and 252 of the Act*** **CLEC shall pay for the Product or Service at AT&T-(STATE)'s current generic contract rate for the Product or Service set forth in AT&T-(STATE)'s applicable state-**

specific generic pricing schedule as published on AT&T-(STATE)'s CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T-(STATE) may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

AT&T Florida's language in Section 1.9.1 provides that Intrado will pay the standard generic rate that another CLEC would pay for that same product or service (provided there is no tariff rate). Intrado's language requiring AT&T Florida to *propose* rates pursuant to the Act should be rejected. It is important to keep in mind in this example that Intrado has ordered, and AT&T Florida has provisioned, a product or service that is available to CLECs but is not in Intrado's ICA. AT&T Florida should not have to go through the process of proposing rates when it already has rates established. Moreover, Intrado has objected to AT&T Florida's language in Section 1.9.2 that would require Intrado to actually pay for these services.

AT&T Florida's language in Section 1.9.2 also provides that AT&T Florida may reject other orders for the same product or service until rates, terms and conditions are incorporated into the ICA. AT&T Florida should not be expected or required to continue providing service outside the ICA simply because it did so once.

AT&T Florida's language is entirely appropriate when you consider that Intrado has ordered a product or service for which it had no contract terms, but that AT&T Florida provisioned anyway.

Q. PLEASE EXPLAIN AT&T FLORIDA'S OBJECTION TO INTRADO'S PROPOSED LANGUAGE IN PRICING SECTION 1.10.1.

A. Pricing Section 1.10.1 addresses any rates in the Pricing Schedule that are "TBD" (to be determined). The parties have agreed to most of the language regarding TBD rates, including retroactive application of generic prices "without the need for any additional modification(s) to this Agreement or further Commission action." Intrado then adds this conflicting language: "*if the Parties have reached mutual agreement of the specified rate and the Commission has approved pursuant to the following process.*"[43] This language would require that 1) Intrado agrees to the prices, and 2) the Commission approves them. This language would improperly permit Intrado to object to prices even if the Commission had approved them. Accordingly, Intrado's language should be rejected.

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

[43] The "following process" includes, for example, AT&T Florida's notification to Intrado of the rate, effective date, and the amendment process.

Q. UNDER WHAT CIRCUMSTANCES SHOULD TERMS BE CAPITALIZED IN THE ICA?

A. AT&T Florida agrees that defined terms should be appropriately capitalized throughout the interconnection agreement based on the use of the terms. Such cosmetic revisions are normally made during the negotiation process or when conforming the ICA following arbitration of substantive issues, not raised as an issue for arbitration.

Since Intrado has raised this as an issue for arbitration, words should only be capitalized when their use is consistent with the defined term. There may be some occasions where Intrado has capitalized terms that are not used in a manner consistent with the definition. For example, in the 13-state template, End User is defined relative to customers of AT&T and Intrado specifically, not end users of other parties generally. The parties should make any capitalization revisions necessary during the process of conforming the ICA to the arbitration order and preparing it for signature. To the extent the parties have a remaining disagreement as to whether a particular word should be capitalized in the ICA, the parties may seek the Commission's assistance.

The following testimony addresses issues that are only present with the 13-state template. In the event the Commission determines in Issue 2 that the 9-state template is the proper basis for Intrado's Florida ICA, this testimony becomes irrelevant.

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? (GTC Section 44.6.1.2)[44]

Q. WHY HAS AT&T FLORIDA PROPOSED LANGUAGE IN GTC SECTION 44.6.1.2 REGARDING THE 911 REQUIREMENTS FOR DATA-ONLY PROVIDERS?

A. 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. Because Intrado will not be providing basic local exchange service and will therefore not have end users dialing 911, it will operate in much the same way as data-only providers (which also do not provide dial tone services). If Intrado never offers its customers the ability to dial 911, then this language will never apply. However, AT&T Florida's language

[44] Mr. Neinast provides testimony for other ICA sections related to this Issue 3(b) and that are relevant to the arbitration independent of the Commission's finding in Issue 2 regarding the base template.

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.

ISSUE 7(b): SHOULD THE ICA INCLUDE TERMS AND CONDITIONS TO ADDRESS SUBSEQUENT MODIFICATIONS TO THE INTERCONNECTION AGREEMENT AND CHANGES IN LAW? IF SO, WHAT TERMS AND CONDITIONS SHOULD BE INCLUDED? (NIM Sections 1.26, 3.4.1)

Q. WHAT IS THE PARTIES' DISAGREEMENT REGARDING LANGUAGE IN NIM SECTIONS 1.26 AND 3.4.1?

A. The parties disagree as to how to accommodate interconnection methods that are not specifically set forth in the ICA. NIM Section 1.26 states:

> **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining Interconnection which shall be incorporated into the Interconnection Agreement **by amendment**. One or more of these methods may be used to effect the Interconnection pursuant to Section 251(c)(2) of the Act ***and Applicable Law***.

Appendix NIM includes terms and conditions for physical collocation (Section 3.1), Virtual Collocation (Section 3.2), and Fiber Meet Point

(Section 3.3). The parties have agreed that the interconnection method is for the purpose of Section 251(c)(2) interconnection. However, Intrado proposes that such interconnection is also pursuant to some unidentified "Applicable Law." It is my understanding that the law applicable to the parties' interconnection is Section 251(c)(2). AT&T Florida objects to Intrado's language that could be interpreted in a manner that would expand AT&T Florida's interconnection obligations beyond that required by Section 251(c)(2) of the Act.

NIM Section 1.26 also provides that there may be another technically feasible method of interconnection, but that such method must be incorporated into the ICA by amendment. Section 3.4.1 addresses generally such "other interconnection methods":

> The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement **by amendment**.

It is unclear why Intrado would object to amending the ICA to memorialize such other interconnection method, since relevant terms and conditions would not otherwise be a part of the ICA. AT&T Florida's reference to incorporating another method of interconnection (i.e., *not* physical or virtual collocation or fiber meet point) into the ICA by amendment should be adopted.

ISSUE 13(b): SHOULD THE PARTIES COOPERATE TO ELIMINATE MISROUTED ACCESS TRAFFIC? (IC Section 16.2; ITR Section 12.2)

Q. WHAT IS THE DISPUTE REGARDING SWITCHED ACCESS TRAFFIC DELIVERED OVER LOCAL INTERCONNECTION TRUNKS?

A. The parties have agreed (*see* IC Section 16.1 quoted above for Issue 13(a)) that, with some exceptions, Switched Access Traffic will be delivered over Feature Group access trunks. To the extent Switched Access Traffic is improperly routed to local interconnection trunks,[45] the parties disagree as to the proper steps required to remedy the misrouting condition.

> If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups ***inconsistent with Applicable Law***, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. **If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or**

[45] Section 16.1(iv) of Appendix IC states: "Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party." This is the exception referenced in AT&T Florida's proposed language in IC Section 16.2.

any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.[46]

The parties have agreed to work cooperatively to identify such traffic with the goal of removing it from the local interconnection trunks. However, Intrado's agreement to assist AT&T Florida in this endeavor rings hollow in light of Intrado's objection to language requiring it to cooperate in actually eliminating the misrouted traffic. The effective result, if Intrado's position is adopted, would be to enable traffic washing and related access avoidance schemes[47] – with AT&T Florida's hands tied in its ability to forestall any such fraudulent behavior by third parties. AT&T Florida's language provides the appropriate course of action for the parties to follow when Switched

[46] AT&T Florida has proposed that its language regarding misrouted Switched Access Traffic be included in both Appendix IC (Section 16.2) and Appendix ITR (Section 12.2). Intrado has not objected to this definition appearing twice; rather Intrado has proposed the same competing language in both instances.

[47] Carriers route traffic based upon the local exchange routing guide ("LERG"), which tells carriers the end office, and local and access tandems, to which they are to route traffic. Some carriers, however, ignore this industry standard method of routing and instead of routing the call to the carrier that owns the terminating NPA NXX (as the LERG requires), they route to the carrier that offers the cheapest rates. Some carriers take this a step further and disguise their traffic by modifying the calling party number ("CPN") to protect the carriers that are engaged in this traffic washing. The result is what the industry has come to refer to as "phantom traffic." In this manner, some carriers manipulate and route their traffic to make it appear local in order to avoid legitimate access charges. It is this type of scenario for which AT&T Florida would seek Intrado's assistance to identify and eliminate such traffic from the local interconnection trunks.

Access Traffic is improperly routed to local interconnection trunks. Accordingly, AT&T Florida's language should be adopted.

ISSUE 14(b): WHAT TERMS AND CONDITIONS SHOULD APPLY TO ALTERNATE TANDEM PROVIDER TRAFFIC? (IC Section 17.4)

Q. WHAT IS AT&T FLORIDA'S OBJECTION TO INTRADO'S PROPOSED REVISIONS TO IC SECTION 17.4?

A. IC Section 17 deals with Alternate Tandem Provider traffic. The parties agree to language in Section 17.1 that describes an Alternate Tandem Provider as a carrier that provides tandem switching services to Intrado and that is directly connected with Intrado to deliver third party originated traffic to AT&T Florida's network for completion.

IC Section 17.4 addresses the situation where Intrado is the third party originating carrier and states:

> When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of ***the other Party*** **AT&T-(STATE)** who is functioning as the Third Party Terminating Carrier, **CLEC** ***the originating Party*** is responsible for all Minutes of Use ("MOUs") billed by ***the other Party*** **AT&T-(STATE)** for the termination of such traffic.

Intrado's proposed revisions create an inconsistent result and make no sense, because agreed-upon language in this Section 17.4 states that

the Alternate Tandem Provider traffic at issue is originated by Intrado's end users. AT&T Florida's language is consistent with the requirement that Intrado, as the originating carrier, is responsible for compensating the terminating carrier to complete a call, and should therefore be adopted.

ISSUE 15: SHOULD THE ICA PERMIT THE RETROACTIVE APPLICATION OF CHARGES THAT ARE NOT PROHIBITED BY AN ORDER OR OTHER CHANGE-IN-LAW? (IC Section 4.2.1, 4.2.2, 15.1)

Q. WHAT IS THE PARTIES' DISPUTE REGARDING INTERVENING LAW SPECIFIC TO THE FCC'S ISP COMPENSATION ORDER?[48]

A. 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. There are three sections in Appendix IC related to this issue.

First, 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

[48] Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("ISP Compensation Order").

reference to intervening law. Intrado's added language "to which Intervening Law applies" is redundant and therefore unnecessary.

> Should a regulatory agency, court or legislature change or nullify the **AT&T-OHIO**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **AT&T-OHIO**, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged ***to which Intervening Law applies*** **as local calls within the meaning of this Appendix**.

Second, regarding Section 4.2.2, AT&T Florida proposes (in this testimony) that Section 4.2.2 be deleted in its entirety, which would eliminate the language dispute in this ICA section. The parties did not negotiate any language in Appendix Intercarrier Compensation for Florida, but I believe the deletion of Section 4.2.2 should be acceptable to Intrado.

Third, IC Section 15.1 also addresses retroactive treatment in the event the ISP Compensation Plan is "modified, eliminated or replaced."

True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period **provided in *permitted by*** the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

AT&T Florida objects to Intrado's language in IC Section 15.1. A retroactive application of charges is appropriate only when an order specifically provides for such treatment. The term "permitted" is too broad, and could be interpreted to mean anything that is not forbidden by an order.

ISSUE 16: WHAT PROCESS SHOULD BE USED TO REBUT THE PRESUMPTION THAT CERTAIN TRAFFIC IS OR IS NOT ISP-BOUND TRAFFIC? (IC Section 5.4.1)

Q. WHAT IS THE LANGUAGE IN DISPUTE IN IC SECTION 5.4.1?

A. The parties' dispute is reflected by the following language excerpt from IC Section 5.4.1.

Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the ***FCC or*** Commission. If a Party seeking to rebut the presumption takes appropriate action at the ***FCC or*** Commission **pursuant to Section 252 of the Act** and the ***FCC or*** Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the ***FCC or*** Commission for use in determining the ratio

shall be utilized by the Parties as of the date of the ***FCC or*** Commission approval.

Q. WHAT IS AT&T FLORIDA'S OBJECTION TO INTRADO'S INCLUSION OF THE FCC AS BEING INVOLVED IN A PARTY'S ACTIONS TO REBUT THE 3:1 ISP-BOUND PRESUMPTION?

A. AT&T Florida objects to Intrado's language because the FCC specifically stated that state commissions are to be involved in a party's actions to rebut the 3:1 ISP-bound rebuttable presumption, not the FCC.

> A carrier may rebut the presumption, for example, by demonstrating to the appropriate state commission that traffic above the 3:1 ratio is in fact local traffic delivered to non-ISP customers. In that case, the state commission will order payment of the state-approved or state-arbitrated reciprocal compensation rates for that traffic. Conversely, if a carrier can demonstrate to the state commission that traffic it delivers to another carrier is ISP-bound traffic, even though it does not exceed the 3:1 ratio, the state commission will relieve the originating carrier of reciprocal compensation payments for that traffic, which is subject instead to the compensation regime set forth in this Order.[49]

Q. WHY DOES AT&T FLORIDA INCLUDE A REFERENCE TO SECTION 252 OF THE ACT IN THE CONTEXT OF REBUTTING THE 3:1 ISP-BOUND PRESUMPTION?

[49] ISP Compensation Order at ¶ 79.

A. Section 252 of the Act provides for the parties to voluntarily negotiate terms and conditions for conducting business. It also provides for state commission mediation and/or arbitration of issues for which the parties cannot reach agreement. Thus, it is appropriate for the ICA to reference Section 252 as the appropriate avenue for the parties to address the 3:1 rebuttable presumption for ISP-bound traffic with the Commission.

ISSUE 25(a): SHOULD DISPUTED CHARGES BE SUBJECT TO LATE PAYMENT PENALTIES? (GTC Sections 10.1.4, 10.5, 10.6.3)

Q. HAVE THE PARTIES AGREED IN PRINCIPLE TO THE APPLICATION (OR NOT) OF LATE PAYMENT CHARGES TO DISPUTED AMOUNTS?

A. Generally, yes. The parties have agreed to a "pay and dispute" bill payment methodology. Thus, Intrado must pay all bills on time or be subject to late payment charges. For amounts disputed in accordance with the ICA's terms, Intrado must still make payment to an interest-bearing escrow account on time to avoid late payment charges.

Q. SINCE THE PARTIES AGREE IN PRINCIPLE, WHAT IS THE DISPUTE?

A. In GTC Section 10.1.4, Intrado proposes to also excuse disputed amounts from any interest charges.

> Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the "Bill Due Date"). To avoid late payment charges ***or interest,*** CLEC can either pay all billed charges to **AT&T-(STATE)** by the bill due date, or pay all undisputed billed charges to **AT&T-(STATE)** when due and pay any properly disputed and fact based claimed amounts into escrow by bill due date.

AT&T Florida agrees that Intrado can avoid late payment charges by paying disputed amounts into an interest-bearing escrow account. However, Intrado may still be subject to interest charges based on the resolution of the billing dispute. GTC Section 10.6.2.4 provides that "all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal." Therefore, to the extent a dispute is resolved in AT&T Florida's favor, Intrado would be obligated to pay AT&T Florida the proportionate interest earned in the escrow account to which AT&T Florida is entitled. Intrado cannot avoid any and all interest charges by paying disputed amounts into an escrow account.

Q. WHAT IS THE INTEREST COST TO INTRADO ON FUNDS IT HAS HELD IN AN ESCROW ACCOUNT?

A. Nothing. The parties have agreed in GTC Section 10.6.2.1 that "[t]he escrow account must be an interest bearing account." The interest that is paid from the escrow account is therefore generated by the financial institution holding the account and does not come out of Intrado's pocket. Thus, paying interest imposes no added cost on Intrado – while

not paying such interest imposes a cost on AT&T Florida, because AT&T Florida would lose the time value of money that was rightfully owed by Intrado all along. It is for this reason that escrow and interest provisions are routinely placed in AT&T's ICAs.

Q. WHAT IS THE DISPUTE REGARDING GTC SECTIONS 10.5 AND 10.6.3?

A. GTC Sections 10.5 and 10.6.3, to which Intrado objects, both state:

> **Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.1.5.**[50]

Section 10.1.5 provides (agreed) terms and conditions for late payment charges when Intrado fails to pay its bill on time.

> If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to **AT&T-(STATE)** as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided below, as applicable.

Since Section 10.1.4 provides that payment of disputed amounts into escrow by the payment due date constitutes timely payment, the late payment charge terms and conditions set forth in Section 10.1.5 would not apply. To the extent Intrado pays into escrow past the bill due date,

[50] GTC Section 10.5 is a general statement regarding billing and payment, while Section 10.6.3 is specific to the escrow section of the ICA.

late payment charges are indeed appropriate up to the point payment is made. And it is this condition that is addressed by GTC Sections 10.5 and 10.6.3.

ISSUE 31: HOW SHOULD THE TERM "END USER" BE DEFINED IN THE ICA? (GTC Section 1.1.61)

Q. WHAT IS THE LANGUAGE IN DISPUTE REGARDING THE DEFINITION OF "END USERS"?

A. Section 1.1.61 of the General Terms and Conditions (GTCs) states:

> "**End Users**" means a third-party residence or business, ***including communications service providers and other governmental and non-governmental customers (e.g., E911 Customers),*** that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.[51]

Q. WHAT IS AT&T FLORIDA'S OBJECTION TO INTRADO'S DEFINITION OF "END USERS"?

A. AT&T Florida objects to Intrado's expansion of the definition of "End Users" to include communications service providers[52] and other

[51] Intrado's proposed language to which AT&T Florida objects is in bold italics font. Agreed upon language is in normal font.

[52] "Communications service providers" may refer to telecommunications carriers or information/enhanced service providers. While information/enhanced service providers may, in certain limited circumstances, be treated as end users, they are not always end users; nor are telecommunications carriers treated as end users. For simplicity, I use the general term

customers, such as E911 Customers. It is unclear what Intrado intended with its inclusion of "other communications providers" in its definition, but it is inappropriate to define "End Users" to include other carriers obtaining Intrado's retail services. In the context of 911 service, a carrier may only be considered an end user in the limited circumstance when it purchases basic local exchange service for administrative use. AT&T Florida's legal argument for excluding other carriers and E911 Customers (including PSAPs) from the definition of "End User" will be addressed in its briefs.

In addition, the parties have already agreed to the definition of E911 Customers in Section 2.8 of Appendix 911:

> **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

A municipality (*e.g.,* a county) may certainly be a customer, but it makes no sense to define an entire county as a single end user. The terms customer and end user are not interchangeable.

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carrier to refer to communications service providers – whether information/enhanced service providers or telecommunications carriers..

Q. YOU MENTIONED THAT IT IS INAPPROPRIATE TO CLASSIFY OTHER CARRIERS AS "END USERS." PLEASE EXPLAIN FURTHER.

A. The word "end" means last, whether in distance, time or sequence. In this instance, the "end user" is not necessarily Intrado's customer, because that customer may not be the last in the call sequence. For example, Section 5.1 of Intrado's tariff indicates that its IEN service may be offered to other carriers:

> Intelligent Emergency Network™ Services may have further customers for the purpose of interconnection who are a Local Exchange Carrier (LEC), Wireless Services Provider (WSP), a Telematics-type service provider, VoIP Service Provider (VSP) or any other originating communications provider (voice and/or data) requiring aggregation and termination of calls and/or data information to the 9-1-1 network for the purpose of obtaining or delivering emergency services.

Clearly, another local exchange carrier or wireless carrier is not an "end user" simply because it is Intrado's customer. Yet Intrado's definition would include as "End Users" other carriers purchasing a CLEC's retail service and then offering it to other carriers (*i.e.,* actually serving as a wholesale provider).

When Intrado's definition is applied to non-911 traffic, it could subject AT&T Florida to traffic washing and related access avoidance schemes because the carrier delivering traffic to Intrado would (by Intrado's

definition) be the originating end user. Such an application of the term end user could effectively manipulate the jurisdiction of a call such that it would appear to be a local call even though it was actually a toll call. Wholesale providers are not end users – they are carriers. Moreover, there are numerous occurrences in the interconnection agreement for which Intrado's definition of the term End User could make those provisions incorrect and/or unworkable.

Q. PLEASE PROVIDE AN EXAMPLE OF HOW INTRADO'S DEFINITION OF "END USERS" TO INCLUDE CARRIERS AND E911 CUSTOMERS WOULD MAKE OTHER PROVISIONS OF THE ICA MEANINGLESS.

A. The term "End User" is utilized in numerous provisions of Appendix IC – none of which would make any sense if End User was defined to include carriers, as Intrado proposes. In plain terms, reciprocal compensation provides that the originating carrier (providing local service to the calling party) compensates the terminating carrier (providing local service to the called party) for transport and termination of a local telephone call. On both ends of this local call, you have an individual (in the case of a voice call), *i.e.,* an end user – <u>not</u> a carrier. One specific example of this (and there are many) is found IC Section 3.7, to which the parties have agreed:

> For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and

> termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs.

This language makes clear that the End User is an individual, not a carrier and not an E911 Customer – carriers and E911 Customers do not place and receive local telephone calls. As I stated, the term "End User" is used throughout Appendix IC, and in none of those cases would it be appropriate for End User to mean carrier or E911 Customer. The same is true for Appendix Resale as well as various other appendices to the 13-state ICA.

Q. YOU HAVE PROVIDED AN EXAMPLE FROM THE 13-STATE TEMPLATE WHERE INTRADO'S DEFINITION OF "END USERS" IS UNWORKABLE. PLEASE PROVIDE AN EXAMPLE IN THE CONTEXT OF 911 SERVICE.

A. There are several examples of the problem created by including "E911 Customers" in the definition of "End Users," specifically in Appendix 911. For instance, Section 3.4 provides database terms and conditions when AT&T Florida is the 911 service provider. Subsection 3.4.1 (which is agreed language) states:

> Where **AT&T-(STATE)** is designated by the E911 Customer to manage the E911 Database **AT&T-(STATE)** shall provide CLEC access to the **AT&T-(STATE)** E911 Database to store CLEC's End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

When you substitute the term "E911 Customer" everywhere the term "End User" appears, the provision becomes nonsensical. Here, as elsewhere, the term "End Users" is intended to mean individuals with telephone service that permits them to dial 911 and for which database records are essential. The E911 Customer is not able to dial 911 and does not have "End User 911 Records" – unless it obtains a separate and distinct basic local exchange service line, in which case the individual is no longer (by definition) considered the "E911 Customer." Intrado's inappropriate expansion of the definition of the term "End Users" to include E911 Customers (a term already defined) and other "communications service providers" should be rejected.

Q. HOW DOES THE NATIONAL EMERGENCY NUMBER ASSOCIATION ("NENA") DEFINE END USER?

A. NENA defines end user as "the 9-1-1 caller."[53] NENA definitions are intended for specific application to emergency services. To the extent Intrado is offering emergency services – and not basic local exchange services – the NENA definition is appropriate.

Q. IF THE NENA DEFINITION OF END USER IS APPROPRIATE, WHY DOES AT&T FLORIDA PROPOSE A DIFFERENT DEFINITION?

[53] NENA-00-001, NENA Master Glossary of 9-1-1 Terminology, Updated Version 10, June 5, 2007 ("NENA Glossary") at page 31 of 91.

A. In the limited context of 911 service, AT&T Florida agrees with NENA that the End User is the 911 caller – and only the 911 caller. However, AT&T Florida's generic definition for the term "End Users" was intended for CLECs offering *basic local exchange services*, not merely 911 service. There are numerous provisions throughout the standard ICA that are appropriately applicable to a CLEC's and AT&T Florida's respective end users that are unrelated to 911 service – in fact, 911 service is a very small part of a CLEC's ICA. Therefore, AT&T Florida proposes a definition of End User that satisfies the need for a broader application of the term than the NENA definition affords.

ISSUE 32: SHOULD THE TERM "OFFERS SERVICE" BE DEFINED IN THE ICA? IF SO, WHAT IS THE APPROPRIATE DEFINITION? (ITR Section 2.12)

Q. SHOULD THE TERM "OFFERS SERVICE" BE DEFINED IN THE ICA?

A. In the context of the 13-state template Intrado submitted for arbitration in Florida, AT&T Florida agrees to include a definition for "Offers Service" and agrees to make the definition reciprocal, *i.e.,* either party can "Offer Service." However, Intrado's addition of E911 routing services to the definition of "Offers Service" should be rejected.

Q. WHY SHOULD INTRADO'S INCLUSION OF E911 ROUTING SERVICES IN THE DEFINITION OF "OFFERS SERVICE" BE REJECTED?

A. It is first necessary to look at the disputed language itself, and then consider it in the context of the ICA. The language in dispute in Appendix ITR Section 2.12 is as follows:

> "Offers Service" is defined as when either Party opens an NPA-NXX, ports a number to serve an End User, ***routes E911 Service calls from communication service provider End Users, provides service to E911 Customers***, or pools a block of numbers to serve End Users.

This term is defined in Appendix ITR and its use is limited to that appendix.[54] By agreement of the parties, Appendix ITR does not include provisions for E911 traffic. Within ITR, "Offers Service" is utilized in Sections 4.2 and 5.1 (as applied in 5.3). Sections 4.2 and 5.3 are limited to local interconnection trunk groups and clearly not applicable to E911 traffic.[55] Since the term "Offers Service" is not utilized in either Appendix 911 or Appendix 911 NIM or in any context relevant to E911 service, there is no reason for its definition to include any language related to E911 calls or E911 Customers.

[54] The parties dispute the definition of the term End Users, which is reflected as Issue 31; however, that dispute is not relevant in the context of my testimony on this issue. The parties agree that the term E911 Customers refers to emergency responders, not to 911 callers.

[55] Local interconnection trunk groups are used for the exchange of traffic between the parties' local exchange service customers, and such traffic is subject to intercarrier compensation. These trunk groups do not carry 911 traffic.

ISSUE 34(a): HOW SHOULD A "NON-STANDARD" COLLOCATION REQUEST BE DEFINED? (PC Section 2.22)

ISSUE 34(b): SHOULD NON-STANDARD COLLOCATION REQUESTS BE PRICED BASED ON AN INDIVIDUAL CASE BASIS? (PC Section 2.22)

Q. WHAT CONSTITUTES A "NON-STANDARD" COLLOCATION REQUEST?

A. There is no language in dispute regarding the definition of a non-standard" collocation request. However, the determination of what constitutes a non-standard collocation request is important to the context of the parties' pricing dispute in Issue 34(b).

The parties have agreed in PC Section 2.22 that a non-standard collocation request is any collocation request that is beyond the terms, conditions, and rates set forth in Appendix Physical Collocation.

The parties have also agreed to the definition of "Custom Work Charge":

> Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).

Because custom work such as that described above is provided for by Appendix Physical Collocation, it would be considered a "standard" (rather than a "non-standard") collocation request.

Q. WHAT IS AT&T FLORIDA'S OBJECTION TO INTRADO'S PROPOSED LANGUAGE REGARDING "SIMILAR" COLLOCATION ARRANGEMENTS?

A. Intrado proposes additional language, to which AT&T Florida objects, as set forth in bold italics below:

> **Non-Standard Collocation Request (NSCR)** – **AT&T-[STATE]** may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix; ***provided, however, that NSCR charges shall not apply to CLEC requests for collocation or interconnection***[56] ***for which AT&T-(STATE) has existing similar arrangements with other communications service providers. The charges for such similar existing arrangements requested by CLEC shall be in parity with AT&T-(STATE) charges for existing similar arrangements.*** (*Footnote added.*)

Intrado should be required to pay for non-standard collocation arrangements (*i.e.,* beyond the terms and conditions set forth in the ICA) based on Intrado's specific collocation arrangement. The term "similar" is sufficiently vague in the context of physical collocation

[56] It is unclear why Intrado also included requests for interconnection in its proposed language in Section 2.22 of the physical collocation appendix. Only physical collocation may be requested pursuant to Appendix Physical Collocation. Interconnection must be requested pursuant to the 911, 911NIM, NIM, and/or ITR appendices or via AT&T Florida's tariffs.

requests as to be fraught with potential for dispute. While another carrier might have what Intrado would characterize as an arrangement "similar" to what Intrado requests, such arrangement may actually be quite different and may impose on AT&T Florida different provisioning costs. Furthermore, another carrier's collocation arrangement may have been engineered and provisioned several years prior to Intrado's request, making any associated pricing obsolete and inappropriate for application to Intrado. If Intrado objects to AT&T Florida's NSCR charges because it believes them to be discriminatory, it may invoke dispute resolution pursuant to the ICA. Individual case basis ("ICB") pricing is appropriate for any non-standard collocation arrangement; therefore, Intrado's proposed language should be rejected.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit PHP-1

Exhibit PHP-1

COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

AT RICHMOND, FEBRUARY 14, 2008

2008 FEB 14 A 11: 29

PETITION OF

INTRADO COMMUNICATIONS OF VIRGINIA, INC.

CASE NO. PUC-2007-00112

For Arbitration to Establish an Interconnection Agreement with Central Telephone Company of Virginia d/b/a Embarq and United Telephone - Southeast, Inc. d/b/a Embarq, under Section 252(b) of the Telecommunications Act of 1996

ORDER OF DISMISSAL

On November 27, 2007, Intrado Communications of Virginia, Inc. ("Intrado"), filed a Petition for Arbitration ("Petition") with the State Corporation Commission ("Commission") pursuant to 47 U.S.C. § 252(b)(1) ("Telecommunications Act"),[1] asking the Commission to resolve the disputes arising from Intrado's attempts to negotiate an interconnection agreement ("ICA") with Central Telephone Company of Virginia d/b/a Embarq and United Telephone - Southeast, Inc. d/b/a Embarq (collectively "Embarq").

In its Petition, Intrado requests that the Commission arbitrate the disputed issues identified in the attachments to its Petition, adopt Intrado's proposed contract language on those issues and order the parties to sign an ICA reflecting Intrado's proposed language and the parties' agreed-upon language.

On December 26, 2007, Embarq filed its response to Intrado's Petition ("Response"). Embarq's Response addressed 34 issues, but also noted a crucial threshold matter of whether Intrado had included interconnection issues that are not within the scope of § 251(c) of the Telecommunications Act.

[1] 47 U.S.C. § 151 et seq.

In a separate Motion to Dismiss, filed on December 27, 2007, Embarq argues that Intrado has failed to negotiate in good faith, that Intrado's Petition is procedurally deficient, and that Intrado has included issues that are not subject to arbitration. On January 14, 2008, Intrado filed its Opposition to Motion to Dismiss and Motion for Oral Argument, asserting that it had negotiated and sought arbitration in good faith, that its Petition meets the procedural requirements of § 252(b), and that the items included within its proposed ICA are within the purview of § 251(c).

Embarq filed its Reply on January 24, 2008. Embarq attached copies of motions to dismiss or to hold in abeyance filed by various AT&T operating companies in Ohio, Florida, and North Carolina. Embarq reiterated its allegations that Intrado sought to arbitrate issues that it had not sought to negotiate and noted that Intrado had apparently sought arbitration prematurely in Ohio, Florida, and North Carolina.

NOW THE COMMISSION, upon consideration of the pleadings and the applicable statutes and rules, finds that the Petition should be dismissed.

Section 56-265.4:4 B 4 of the Code of Virginia provides that the Commission shall discharge the responsibilities of state commissions pursuant to the Telecommunications Act and applicable law and regulations, including, but not limited to, the arbitration of interconnection agreements. However, the statute goes on to provide that the Commission may exercise its discretion to defer selected issues. In this case, we find there is a threshold issue that should be determined by the Federal Communications Commission ("FCC"). Therefore, we believe the FCC is the more appropriate agency to determine whether Intrado is entitled to interconnection pursuant to § 251(c) of the Telecommunications Act.[2] As a result, based upon the potential

[2] We note that until such time as this threshold issue is resolved that it would be inappropriate to resolve the other disputed issues. Therefore, we will defer resolution of all issues in Intrado's Petition to the FCC.

conflict that may arise should the Commission attempt to determine the rights and responsibilities of the parties under state law or through application of the federal standards embodied in the Telecommunications Act, we find that this arbitration proceeding should be deferred to the FCC.

Accordingly, IT IS ORDERED THAT the Petition is hereby dismissed. There being nothing further to come before the Commission, the papers shall be transferred to the files for ended causes.

AN ATTESTED COPY hereof shall be sent by the Clerk of the Commission to: Rebecca R. Geller, Esquire, Mintz Levin, 701 Pennsylvania Avenue, N.W., Washington, D.C. 20004; Rebecca Ballesteros, Associate Counsel, Intrado Communications, Inc., 1601 Dry Creek Drive, Longmont, Colorado 80503; Edward Phillips, Esquire, Mailstop: NCWKFR0313, 14111 Capital Boulevard, Wake Forest, North Carolina 27587-5900; William Watkins, United Telephone - Southeast, Inc., 5656 West 110th Street, Mailstop: KSOPKJ0401, Overland Park, Kansas 66211; and the Commission's Office of General Counsel and Division of Communications.

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit PHP-2

Using the 9-state template will limit the arbitration to the following issues in addition to threshold Issues 1 and 2:

Issue	911 ICA Sections	13-State ICA Sections	Description
3a	911 §§ 6.1.1, 6.1.1.1, 6.1.1.2, 6.1.1.3, 6.2.1;	ITR § 4.2	Trunking and routing when Intrado is 911 service provider
3b	911 § 4.2.1	ITR § 4.2	Trunking and routing when AT&T Florida is 911 service provider
4a	911 §§ 2.16, 6.2.2, 6.3, 6.3.2, 6.3.5; 911 NIM §§ 4.1, 4.1.1, 4.2, 4.2.1		Point of Interconnection (POI) when Intrado is 911 service provider
4b	911 §§ 2.16, 3.3.2, 4.1.1, 4.2.2, 4.2.4; 911 NIM § 2.2, 3.1.1, 3.2.1, 3.3.1, 3.3.2, 3.3.7	NIM § 2.2, 2.3	POI when AT&T Florida is 911 service provider
4c		NIM § 3.3.1.1	Fiber meet point responsibilities
5a	911 §§ 7.4.1.4, 7.4.1.5		Inter SR trunking
5b	911 §§ 1.3, 1.4		PSAP to PSAP call transfer
6		ITR §§ 6.1, 8.6, 8.6.1	Trunk forecasting, Intrado trunk ordering process
7a	911 NIM §§ 5.1, 5.3		Interconnection notification
8b	911 §§ 7.3.1, 7.3.3		Database provisions when Intrado is 911 service provider
9	911 §§ 3.1, 7.1, 7.1.1, 7.3.1, 7.3.3, 9.2, 9.4, 9.5, 10, 11.1, 11.3		Miscellaneous reciprocity provisions
10	911 §§ 2.15, 2.19, 2.3		911 definitions
11	911 §§ 7.2.1.1, 7.2.1.2, 7.2.2,		911 surcharges

	7.2.2.1, 7.2.2.2		
12		IC § 1.1, 6.1	911 compensation
13a		GTC § 1.1.84, 1.1.122; IC §§ 4.1, 5.1, 16.1 (portion); ITR § 12.1	Definitions of Section 251(b)(5) Traffic ("Local Traffic"), ISP-Bound Traffic, Switched Access Traffic
14a		IC § 3.5	Third party compensation obligations
24		GTC § 15.7	911 liability
29a		Pricing § 2.3	Facility mileage rounding
29b		Pricing §§ 1.9.1, 1.9.2, 1.10.1	TBD and rates not in ICA
30a,b		GTC § 1.1.42.2	Definition of Tandem
36			Capitalization

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit PHP-3

Using the 9-state template will eliminate the following issues from the arbitration:

Issue	13-state ICA Sections	Description	9-State Exclusion
7b	NIM §§ 1.26, 3.4.1	Other methods of interconnection via amendment / applicable law	No provisions regarding amending the ICA for alternative interconnection requiring amendment
13b	IC § 16.2; ITR § 12.2	Assistance to stop switched access traffic over local interconnection trunks	No provisions regarding efforts to limit switched access over local trunks
14b	IC § 17.4	Intrado's use of an alternate tandem provider	No provisions for alternate tandem providers
15	IC §§ 4.2.1, 4.2.2, 15.1	Intervening law regarding FCC's ISP Compensation Order	No provisions regarding ISP Compensation Order
16	IC § 5.4.1	Rebuttable presumption for ISP-Bound traffic	No provisions for rebuttable presumption
25a	GTC §§ 10.1.4, 10.5, 10.6.3	Late payment charges on escrow amounts	No escrow provisions
31	GTC 1.1.61	Definition of End Users	Term End Users not defined or utilized as a defined term
32	ITR § 2.12	Definition of Offers Service to include 911 service	Term Offers Service not defined or utilized
34a	PC § 2.22	Description of non-standard collocation	No provisions for non-standard collocation
34b	PC § 2.22	ICB pricing for non-standard collocation	No provisions for non-standard collocation

Using the 9-state template will eliminate these contract language disputes[1] from the issues for arbitration:

Partial Issue	13-state ICA Sections	Description	9-State Exclusion
3b	GTC § 44.6.1.2	911 service for data only providers	No data-only provisions
4b	GTC § 1.1.118	Definition of POI	No dispute expected for definition of Interconnection Point (Att. 3 § 2.14)
4c	NIM § 3.3.1	Fiber meet point	Fiber meet point location
7a	NIM §§ 2.1, 4.1, 4.2, 4.3	Implementation plan, notice requirements	No provisions regarding implementation plans or notice requirements
9	OET § 1.1	OET excluded 911	No OET provisions
13a	IC §§ 1.2, 16.1 (portion); ITR § 2.14	Local interconnection for wireline services	No related wordsmithing
14a	IC § 12.1	Feature groups access service for interLATA traffic	No feature group access provisions for interLATA traffic
29a	IC § 14.4; Pricing § 2.2	Reciprocal compensation usage rounding	Reciprocal compensation is based on factors rather than actual usage, so rounding does not apply
30a	GTC § 1.1.42	Definition of Central Office	Central Office is not a defined term

[1] Other contract provisions remain in dispute for these issues, thus the issues are not completely eliminated from the arbitration.