

**Before the
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Petition of Intrado)	
Communications Inc. for Arbitration)	
Pursuant to Section 252(b) of the)	Case No. 08-TP-537-ARB
Communications Act of 1934, as amended,)	
to Establish an Interconnection Agreement)	
with Cincinnati Bell Telephone Company)	

**RESPONSE OF CINCINNATI BELL TELEPHONE COMPANY LLC
TO PETITION FOR ARBITRATION**

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RESPONSE TO PETITION FOR ARBITRATION

Cincinnati Bell Telephone Company LLC (“CBT”) hereby responds to the arbitration petition filed by Intrado Communications Inc. (“Intrado”) on April 21, 2008.

PARTIES

CBT agrees with the identification of the parties and their representatives. Notably, Intrado admits that it is certified as a “competitive emergency telecommunications services provider” in Ohio.¹

INTRODUCTION AND OVERVIEW

The purpose of Intrado’s introductory comments is uncertain, as they are not relevant to the status of the interconnection negotiations or the few remaining open issues. Intrado attempts to place CBT in a bad light by distorting its legal positions, the negotiation history and the extent and basis of disagreement on the few open issues. CBT has been responsive and taken reasonable positions on every issue.

BACKGROUND

Intrado briefly discusses CBT’s participation in Intrado’s regulatory proceedings before the Commission, but it has not accurately stated CBT’s positions, so CBT will briefly respond. In Case No. 07-941-TP-UNC, Intrado sought Commission approval to provide 9-1-1 emergency services in Ohio. Intrado’s petition stated that it did not seek to be a CLEC, even though it sought the right to interconnect and purchase UNEs. Intrado wrongly states in its Petition here that CBT “asked the Commission to deny Intrado Comm’s entrance into the CLEC market in Ohio.”² In point of fact, Intrado expressly said that it was not seeking CLEC status in that case.³

¹Petition, p. 1.

²Petition at p. 17.

³Application at pp. 1-2.

CBT could not have opposed Intrado's entry as a CLEC, because there was no such request. Nor did CBT try to prevent Intrado from providing 9-1-1 services in Ohio. CBT argued that the Commission had no statutory jurisdiction to grant Intrado's request which was an issue for local 911 authorities. Intrado voluntarily dismissed Case No. 07-941 without responding to CBT's filing.

On November 19, 2007, Intrado filed a new application with the Commission in which it completely changed course and sought certification as a CLEC.⁴ CBT opposed that application because Intrado disclaimed any intention of providing dial tone or basic local exchange service, so it failed to satisfy the minimum requirements to qualify as a CLEC. Still, CBT did not seek to prevent Intrado from providing 911 services.⁵ CBT's position was that CLEC certification was not the appropriate regulatory path for Intrado's business plan. CBT's position was largely vindicated on February 2, 2008 when the Commission only approved Intrado as a competitive emergency services telecommunications carrier ("CESTC") and declined to certify it as a CLEC.⁶

CBT has negotiated with Intrado in good faith and has fulfilled all of its obligations under the Act. The Parties have reached agreement on the vast majority of the terms of the interconnection agreement. There are only a few items that the Parties have been unable to resolve. Intrado's positions are not supported by § 251 or the relevant rules of the FCC or this Commission.

⁴*In the Matter of the Application of Intrado Communications, Inc. to Provide CLEC Services in the State of Ohio*, Case No. 07-1199-TP-ACE.

⁵See Objections of Cincinnati Bell Telephone Company LLC in Opposition to Intrado Application to Provide CLEC Services and Request for Suspension, filed December 4, 2007, at p. 2; Reply Memorandum in Support of Motion to Intervene of Cincinnati Bell Telephone Company LLC, filed December 18, 2007, at p. 3.

⁶See February 5, 2008 Finding and Order, Case No. 07-1199-TP-ACE, ¶ 7 at p. 5.

Intrado has unnecessarily burdened the record in this case with a complete paper copy of each and every iteration of the draft interconnection agreement that has been exchanged. As there are only a handful of open issues remaining, which are contained on only a few pages of the nearly 200 page document, it would have sufficed to file only the most recent version of the agreement as proposed by each party.

RESOLVED ISSUES

Intrado identifies the issues that have been “resolved” by including most of the table of contents of the interconnection agreement in its Petition.⁷ In reality, very few of those issues were ever in dispute or even discussed, so little needed to be “resolved.” CBT offered Intrado its standard interconnection agreement terms which the Commission has approved scores of times. While there were a few areas where Intrado had suggested changes, in most cases, after hearing CBT’s explanation of those provisions, Intrado accepted CBT’s initial proposed terms and withdrew its proposed changes.

UNRESOLVED ISSUES

While CBT disagrees with the wording of some issues, it agrees that the six areas of disputed language identified by Intrado remain unresolved. In addition to the issues identified by Intrado, there are two issues created by its last redline that are not addressed by the Petition. These are in §§ 3.8.7.1 and 8.2 and are addressed by CBT herein. In addition, the April 21 redline still contained a number of minor typographical changes that were not “accepted” in the Microsoft Word® document. While CBT believes these issues have been closed (and Intrado stated in its Petition that they were) there needs to be formal closure of these technical changes as well. Therefore, CBT will add a section to the end of this response identifying the unresolved

⁷This consumed eight pages of Intrado’s Petition.

language issues. CBT has also provided a revised Disputed Issues Matrix that adds these additional issues and also more accurately states CBT's positions on the disputed issues.

FACTUAL BACKGROUND

When it received Intrado's May 18, 2007 request for negotiation of an interconnection agreement, CBT did not believe Intrado was seeking a true § 251 interconnection agreement, but a specialized arrangement to provide 911 service to PSAPs. Intrado had not made any regulatory applications in Ohio and had not sought CLEC certification.⁸ CBT believed Intrado could accomplish what it wanted to do through the purchase of tariffed services or through a commercial agreement. Intrado agreed to consider CBT's position and respond. About three months later, Intrado contacted CBT again and renewed its request for a copy of CBT's standard interconnection agreement. CBT provided its template interconnection agreement on August 8, 2007.⁹

CBT did not hear from Intrado again regarding the interconnection agreement until late in October, 2007, shortly before the 160 day arbitration window was about to close. Intrado requested an extension of the arbitration filing deadline despite never having requested a single negotiation session, never responding to the draft agreement and having never identified an issue in dispute. CBT was unwilling to extend the arbitration deadline under those conditions, as Intrado had made no reasonable effort to negotiate an agreement. CBT felt it was being pressured unfairly into agreeing to an extension. Contrary to Intrado's assertion, CBT never refused to hold discussions with Intrado – Intrado had never requested a negotiation meeting until October 22-23, 2007, at a time when the arbitration deadline was October 25.¹⁰ CBT's

⁸Intrado did not file its first regulatory application with this Commission until August 22, 2007.

⁹Attachment 4 to Petition.

¹⁰The parties held a conference call on November 2, 2007 as a result of Intrado's October 23

decision not to extend the arbitration deadline turned out to be wise, as the three other ILECs who agreed to extend Intrado's arbitration deadline, Embarq, AT&T and Verizon, were faced with arbitration petitions containing scores of issues and proposed contract revisions that either had never been shared with them or were only revealed on the brink of filing for arbitration.¹¹ Each of those other cases stalled due to the lack of negotiation prior to commencement of the case. CBT wanted Intrado to restart the clock so that the parties would have plenty of time in which to negotiate without the pressure of a filing deadline.

Intrado submitted a new request to negotiate an interconnection agreement to CBT on October 29, 2007.¹² Its request to negotiate was accompanied by the specifications of how it wished to interconnect, details that contradict some of the issues Intrado has raised in its Petition. Specifically, Intrado requested interconnection by collocation in CBT's premises and did not seek a fiber meet interconnection arrangement.¹³

request.

¹¹*In the Matter of Intrado Communications, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with United Telephone Company of Ohio dba Embarq and United Telephone Company of Indiana dba Embarq, Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Case No. 07-1216-TP-ARB (filed November 28, 2007); *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 the Ohio Bell Telephone Company dba AT&T Ohio*, Case No. 07-1280-TP-ARB (filed December 21, 2007); *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 Verizon North Inc.*, Case No. 08-198-TP-ARB (filed March 5, 2008). Had CBT not refused Intrado's request to extend the existing arbitration window, it may have been the first respondent to an Intrado arbitration petition, not the fourth.

¹²Attachment 6 to Petition. It is unclear why the letter was sent to Mr. Wilhelm, who has never been CBT's negotiator for an interconnection agreement, when Intrado was already dealing with Mr. Peddicord.

¹³See Exhibit to Attachment 6, "Bona Fide Request for Interconnection," Items 1 and 3, which render moot Intrado's position on whether interconnection must be "in the LATA" because any collocation with CBT would have to be in the LATA.

The parties promptly held a conference call on November 2, 2007, the first occasion on which Intrado had asked for one. The call consisted mostly of Intrado describing its future business plans.¹⁴ There was no specific discussion of CBT's interconnection agreement or any open issue. Intrado represented during the call that it would send CBT a redlined version of its interconnection agreement very soon. However, no revision was forthcoming for months.

On March 19, 2008, Intrado finally provided CBT with its first markup of the interconnection agreement that it had had since August 8, 2007.¹⁵ At that time, the arbitration window was scheduled to close on April 6, meaning that, even after restarting the clock, Intrado gave CBT less than three weeks in which to consider and negotiate Intrado's proposed changes before the arbitration deadline.¹⁶

The parties met promptly by conference call on March 28 and discussed the open issues for several hours. At the end of that call, because Intrado had agreed to withdraw a number of proposed changes or to propose new language, Intrado volunteered to produce a revised version of the agreement.¹⁷ Intrado provided a revised redline of the agreement to CBT on March 31. At

¹⁴Much of the discussion centered around a diagram attached to Mr. Hicks' November 2, 2007 e-mail (Attachment 7 to Petition) showing that the interconnection between the Parties' voice networks would be between the Parties' respective 911 tandems (i.e., selective routers), not end offices.

¹⁵The electronic version of the redlined agreement reveals that many of the changes proposed by Intrado were made to the document in December 2007, but were first shared with CBT on March 19, 2008.

¹⁶Mr. Peddicord, CBT's representative, had already scheduled a vacation for one of those three weeks.

¹⁷The tenor of Intrado's Petition suggests that CBT neglected to respond to Intrado's initial redline, which is not true. ("CBT did not provide a response to the Intrado Comm March 19 Draft.") (Petition, p. 18). It made more sense for Intrado to prepare the next draft because it was going to make different proposals which could only be effectively communicated if Intrado drafted them and indicated what proposed language changes it was willing to make.

CBT's suggestion, the parties extended the arbitration deadline (which was then less than a week away) for an additional two weeks to give them more time to try to resolve more issues. The parties met by telephone again on April 7. CBT agreed to circulate a new draft by April 11, which it did.¹⁸ The Parties held a final negotiation call on April 15, 2008 to review the CBT redlines and identify any unresolved issues. After that call, Intrado updated the draft agreement and provided a list of the issues that it perceived to be unresolved on April 16. On April 18, 2008, CBT responded to Intrado's most recent draft.¹⁹ On April 21, 2008, only hours prior to filing the arbitration petition, Intrado supplied CBT with its final redline of the agreement.²⁰ This was the first time that Intrado ever proposed an Intrado pricing schedule.

To recap the timing of negotiations:

August 8, 2007	CBT supplied Intrado with standard form of agreement
October 25, 2007	Original arbitration deadline
October 29, 2007	Intrado renews request to negotiate
November 2, 2007	General conference call
March 19, 2008	First redline of agreement sent by Intrado
March 28, 2008	First negotiation session by conference call
March 31, 2008	2nd redline from Intrado
April 7, 2007	Second negotiation conference call
April 11, 2007	CBT redline
April 15, 2007	Third negotiation conference call

¹⁸ Attachment 12 to Petition.

¹⁹ Attachment 14 to Petition.

²⁰ Intrado represented that technical issues, such as capitalization and punctuation errors had been "accepted" in the redline (Attachment 15 to Petition), but it did not actually complete the cleanup of the document. CBT has identified these in its statement of additional open issues.

April 16, 2007	Third Intrado redline
April 18, 2007	CBT response to Intrado redline
April 21, 2007	Intrado final redline and arbitration petition filed

UNRESOLVED ISSUES

The positions on the open issues advocated by Intrado are not supported by the Act, the FCC rules, the Commission's rules or prior arbitration rulings. CBT therefore respectfully requests that the Commission resolve the outstanding issues between the Parties in favor of CBT.

I. INTRADO COMM IS ENTITLED TO SECTION 251(C) INTERCONNECTION (RECITAL C.)²¹

CBT is puzzled by Intrado's characterization of this issue. There is no disputed language in the interconnection agreement that implicates the scope of Intrado's interconnection rights. The only disputed language relevant to this issue is in Recital C, which accurately states the scope of Intrado's certification in Ohio. Intrado has requested language stating that it "has been granted authority to provide certain local Telephone Exchange Services, including competitive emergency telecommunications services." CBT has acknowledged that Intrado "has been certified to provide competitive emergency telecommunications services."²² CBT's objection to Intrado's proposed language is that Intrado has not been certified to provide any Telephone Exchange Services *other* than competitive emergency telecommunications services.²³ Intrado has not provided any responsive citation to any such certification and it cannot, because there is none.

²¹For expediency, CBT has left the wording of the disputed issues as they were drafted by Intrado, but does not agree that Intrado's characterization of the issues accurately reflects the disputed contract language.

²²See CBT's version of Recital C.

²³See Attachment 14 to Petition. See also February 5, 2008 Finding and Order, at ¶ 15.

Intrado's "position" on this issue bears no resemblance to the actual language in question. Reading Intrado's petition without the benefit of the actual interconnection agreement, one would assume CBT had refused Intrado numerous interconnection rights. This is belied by the nearly 200 page document where there is absolutely no disputed language regarding Intrado's interconnection rights. It appears as if Intrado prepared an argument on this issue for use in other cases and decided not to let it go to waste, despite the fact that the issue is not implicated anywhere in *this* interconnection agreement. Because nothing in the proposed agreement embodies the issue Intrado presents in its petition, its arguments are irrelevant and should be dismissed.

Issue Presented

Whether CBT may deny Intrado Comm its rights under Section 251(c) of the Act by claiming that Intrado Comm does not offer telephone exchange service or exchange access as indicated in CBT's response to the Intrado Comm April 16 Draft.

CBT Position

CBT has negotiated with Intrado in good faith and has offered Intrado interconnection for purposes of exchanging its emergency telecommunications traffic. CBT has not disputed any language regarding Intrado's interconnection rights pursuant to § 251(c) of the Act. There is no disputed language in the interconnection agreement that places at issue whether Intrado offers telephone exchange service or exchange access services, so there is no reason for the Commission to address this issue.

The only issue presented by disputed language in the interconnection agreement is the scope of Recital C. Because Intrado is not certified to provide any telephone exchange services other than competitive emergency telecommunications services, the language "certain Local

Telephone exchange, including . . . ” should be removed from Recital C. Intrado has not identified any source of certification to provide any local exchange service in Ohio other than competitive emergency telecommunications services, so the agreement should not indicate otherwise. CBT should not be required to include a recital in the agreement that is not true.

II. PHYSICAL ARCHITECTURE

Since the outset of communications between the Parties, CBT did not consider the arrangement sought by Intrado to be a local interconnection agreement. However, Intrado has persisted in its demands to have an interconnection agreement pursuant to § 251 of the Act. If that is the nature of the agreement Intrado insists on having, it must settle for what § 251 and the relevant FCC and Commission rules provide. Despite the specificity of those rules and Intrado’s acknowledgement during negotiations that there is no legal support for its positions on network architecture, Intrado persists with unjustified demands. Intrado is not merely seeking to interconnect with CBT’s network for the mutual exchange of local telecommunications traffic – Intrado wishes to dictate the design and operation of CBT’s network on CBT’s side of the interconnection point, rights that Intrado does not have.

A. Point of Interconnection (Sections 3.2.2, 3.3.3)

Issue Presented

What is the most efficient point of interconnection (“POI”) for the exchange of E911 calls to Intrado Comm and CBT PSAP customers?

CBT Position

Intrado deleted CBT’s language that would require the placement of the POI within the LATA.²⁴ Regardless of how Intrado might wish to design its network, § 251 does not require

²⁴Proposed Interconnection Agreement §§ 3.2.2, 3.3.3.

ILECs to build facilities outside their local service areas to interconnect with another local carrier. Accordingly, Intrado Comm's proposed language changes should be rejected.

While CBT agrees that the Act and FCC rules permit Intrado to designate the POI for the exchange of traffic with CBT (and CBT has already agreed to that in the draft interconnection agreement),²⁵ Intrado refuses to accept that the POI must be at an existing location “within the [ILEC]’s network.”²⁶ Intrado has no right to choose a point of interconnection that is not within the ILEC’s network, so it certainly cannot designate a POI that is outside the ILEC’s local serving area, or even more extreme, outside the single LATA where the ILEC provides local service.

The “efficiency” of a given POI is not the determinant under § 251 of where and how carriers interconnect.²⁷ Under the statute, the POI must be within CBT’s network and, thus, within the LATA. CBT cannot be compelled to build facilities or to interconnect outside the LATA. Intrado has sought interconnection under § 251, so it must accept the limitations of § 251 when arbitrating an interconnection agreement.

Intrado cites existing agreements between neighboring ILECs as the sole precedent for its request. While the manner in which adjacent networks interconnect their networks for the exchange of traffic may provide a precedent for the technical feasibility of that means of

²⁵See undisputed language in Interconnection Agreement § 3.2.2.

²⁶47 U.S.C. § 251(c)(2)(B). While there is an exception to the “within the network” rule where the parties agree to interconnect via fiber meet, Intrado has requested collocation, not interconnection via fiber meet, so that exception is not relevant to this proceeding. See Exhibit to Attachment 6, “Bona Fide Request for Interconnection,” Items 1 and 3. Even if the fiber meet exception applied here, CBT does not have to agree to any fiber meet arrangement that would require it to build facilities to a point outside its LATA.

²⁷Section 251 allows a CLEC to unilaterally select any technically feasible point in the ILEC’s network where it will interconnect. CBT submits that this empowers a CLEC to select a POI that is inefficient for the ILEC.

exchanging traffic (which is often by fiber meet), the *technical* means of interconnection offers no support for the *place* of interconnection. The statute does not support a requirement that an ILEC interconnect outside its local service territory. When a CLEC seeks to interconnect with an ILEC to exchange traffic that originates and terminates within the ILEC's local calling area, by definition the point of exchange must be within the ILEC's local calling area because it must be somewhere in the ILEC's network. The exchange of emergency telecommunications traffic between adjacent ILECs necessarily involves the delivery of traffic outside one of the ILEC's local service territories. Intrado attempts to use a technical feasibility rule to impose a jurisdictional requirement, to which it has no application.

CBT is not debating whether there should be one or multiple interconnection points, as the Parties have already agreed to as many interconnection points as Intrado requests.²⁸ But Intrado wants the right to force CBT to deliver traffic to multiple POIs at locations on Intrado's network that *Intrado* selects. Despite agreeing that CBT could use the same POI designated by Intrado to exchange its traffic destined to Intrado customers, Intrado wants to require CBT to transport its end users' emergency calls destined for PSAPs served by Intrado to different POIs that Intrado designates on its network. There is no legal basis for this demand, which should be rejected. CBT is allowed to deliver interconnection traffic to Intrado at the same physical POI as Intrado delivers such traffic to CBT and, if there are multiple POIs, CBT has control over how many (and which) POIs it uses to return traffic to Intrado.

B. Routing of E-911 Traffic (Section 3.8.7.3)

Issue Presented

Should the Parties be obligated to utilize the most efficient call setup and termination

²⁸See Interconnection Agreement, § 3.4.

technologies that reduce points of failure in 911 call delivery?

CBT Position

Intrado's proposed language is neither the most efficient means of handling 911 traffic, nor is it legally supported. The handling of traffic originated on a carrier's network *prior* to handoff to the interconnecting carrier is the originating carrier's decision. CBT proposes to use its existing 911 infrastructure to perform call sorting for 911 calls originated by its subscribers. CBT plans to transport this traffic from its selective router to the POI with Intrado for termination. CBT treats 911 traffic within its own network and for delivery to adjacent ILECs in this same manner today.

Intrado seeks to insert itself into how CBT handles 911 calls originating on its network before they are delivered to Intrado for termination. Such interference is unprecedented under a § 251 interconnection agreement. CBT has a mature and well-vetted 911 network that connects all of its end offices to diverse selective routers using redundant systems and diverse routes. All PSAPs served by CBT have trunks from CBT's selective routers to their CPE equipment. If and when Intrado obtains one of those PSAPs as a customer and the PSAP indicates that it no longer wants CBT to deliver traffic directly to it, CBT intends to deliver the traffic that would normally go over those PSAP trunks to the Intrado POI instead. Instead of this highly efficient plan that will not unnecessarily duplicate facilities, Intrado demands that CBT create a parallel network of trunks from each CBT end office to Intrado's designated POIs without any of the traffic first passing through CBT's selective router. There is no basis in § 251 for Intrado to dictate how CBT should configure or operate its own network on its side of the POI.

Section 251 does not dictate the network architecture of either carrier on its own side of the POI. That is a matter for each individual carrier to determine for itself. With respect to other

telecommunications traffic, there is no question that a local exchange carrier can choose to deliver traffic to an interconnecting carrier directly from an end office or through a tandem switch.²⁹ It is the delivering carrier's choice. E911 traffic is no different. CBT can choose to deliver that traffic directly from its end offices to the Intrado POI or CBT may choose to route that traffic through its 911 selective router (the equivalent of a tandem switch) first before delivering the calls to Intrado.³⁰ Just as CBT cannot dictate to Intrado what it does with calls after they are handed off to it, Intrado has no say over how CBT handles the calls before they are handed off to Intrado.

CBT's proposed handling of these calls through its own selective router, as it does today, eliminates the need for Intrado's language proposals on split rate centers. By routing calls originating on its network through its own selective router first, CBT will know which calls are to be completed on its own network and which calls need to be delivered to Intrado or another network for completion. CBT does not need to rely on Intrado for that function.

CBT's plans for handling 911 traffic also render Intrado's "class marking" and split rate center proposals moot. Intrado had proposed language to cover "split rate centers" where customers in an area are covered by PSAPs served by different carriers. Intrado suggested ways for CBT to deliver traffic to Intrado from such rate centers that were unnecessary because CBT can use its selective router to determine to which PSAP the calls should be directed and does not

²⁹See 47 C.F.R. § 51.305(a)(2)(iii); Ohio Admin. Code § 4901:1-7-12(D)(2)(e).

³⁰NENA standards support 911 interconnection at a tandem. See NENA Recommendation for the Implementing of Inter-Networking, E9-1-1 Tandem to Tandem, NENA Technical Reference NENA 03-003, February 1, 2000. This is basically how CBT and adjacent ILECs exchange 911 traffic today.

need to rely on Intrado to perform that function for CBT customers.³¹ CBT believed that Intrado had agreed to withdraw that language during negotiations, however, it unexpectedly reappeared in the April 21 redline filed with the arbitration petition.

The manner in which CBT proposes to deliver 911 calls to Intrado from CBT's selective routers is exactly how CBT exchanges 911 traffic with other ILECs today. CBT directs all 911 traffic from its end offices to its selective routers, which determine the ultimate destination of the call. If the call needs to be terminated to a PSAP served by another ILEC, CBT's selective router delivers that call over trunks to the other ILEC's selective router, which then delivers the call over its network to the PSAP it serves. There is no reason to treat traffic to a PSAP that may be served by Intrado any differently than traffic to a PSAP served by an adjacent ILEC. In either case, CBT efficiently routes the calls through its selective routers to the other carrier. There is no need for "class marking" as suggested by Intrado because CBT will perform an ANI/ALI lookup and pass on all required information to Intrado.

C. Third Party Originated 911 Traffic (Sections 3.8.7, 8.2)

Issue Presented

Is Intrado Comm required to accept third party originated 911 Service or E-911 Service traffic from CBT over trunk groups installed exclusively for the mutual exchange of Intrado Comm and CBT traffic?

CBT Position

Where CBT currently provides E911 service to PSAPs, all other carriers serving that

³¹An interconnection agreement only needs to address traffic that one carrier initiates for completion on the other carrier's network, so there is no need for provisions about traffic that originates and terminates on CBT's network. Intrado's language would interject itself into calls from CBT's end user customers to PSAPs served by CBT, when CBT has no reason to send any such calls to Intrado.

area, be they wireless, CLECs, interconnected VoIP or other types, deliver their 911 calls to CBT for completion. Each of those carriers has developed an infrastructure to interconnect with CBT's selective routers for that purpose. Where calls are first handed to CBT, but are to terminate on another ILEC's network, CBT's router switches the call to that other carrier. For unknown reasons, Intrado demands to be treated differently from all other 911 providers with whom CBT interconnects. If Intrado becomes the serving carrier for a PSAP (assuming the PSAP requires that such traffic come through Intrado exclusively), Intrado wishes to require all other carriers serving that area to interconnect directly with it and to refuse to allow them to interconnect indirectly through CBT. This could cause other carriers to have to invest in costly, but unnecessary parallel facilities to both CBT and Intrado, when only one set of facilities is truly necessary.³²

Intrado cannot legally refuse to interconnect with third-party carriers through CBT. Under § 251, only an ILEC has an obligation to interconnect directly with a CLEC.³³ CLECs may interconnect with one another either directly or indirectly.³⁴ Indirect interconnection almost by definition means a transiting arrangement through an ILEC, which is required to directly interconnect with every other carrier. Intrado's absolute refusal to accept transit 911 traffic is contrary to the basic requirements of § 251, upon which it bases its interconnection rights.

³²Even assuming Intrado becomes the 911 host for wireless traffic for a given PSAP, wireless carriers may still need to complete calls to PSAPs not served by Intrado. It may be more efficient for the wireless carrier to deliver all 911 traffic to CBT for sorting instead of having to invest in their own selective router to determine where to deliver the call, in addition to having to install parallel sets of interconnection trunks to each 911 host provider. It should be the wireless carrier's decision what is the most efficient way for it to route 911 traffic, not Intrado's.

³³47 U.S.C. § 251(c)(2).

³⁴47 U.S.C. § 251(a)(1). While Intrado is not a CLEC, it certainly cannot have any greater rights under § 251 than a CLEC would have. If a CLEC cannot force direct interconnection with another CLEC, there is no basis for Intrado to do so.

Under the Commission's rules, so long as a compensation arrangement exists between the involved carriers, an ILEC may not refuse to act as the transit carrier.³⁵ And, Intrado cannot refuse to negotiate a compensation arrangement with another telephone company, even if that company wants to interconnect indirectly with Intrado.³⁶

Intrado's refusal to accept the delivery of third party-originated 911 traffic from CBT is also inconsistent with its self-proclaimed public safety concerns. No carrier should be permitted to refuse to complete a 911 call destined to a PSAP that is served by it, regardless of where the call originates. The Commission ought to absolutely prohibit the blocking of 911 traffic, considering the potential adverse public safety effects of such a call going unanswered. Intrado's public safety concerns should lead it to want every 911 call to be properly delivered to a PSAP, regardless of its origin or routing. Intrado's position on this issue cannot be based on economic concerns because Intrado has agreed that all 911 traffic would be exchanged on a bill and keep basis.

D. Trunking, Redundancy, and Diversity (Sections 3.8.7.2, 3.8.7.8)

Issue Presented

Should the Parties adhere to the National Emergency Number Association ("NENA") and FCC Network Reliability and Interoperability Council ("NRIC") recommended standards for trunking?

CBT Position

Intrado proposes vague language that would require CBT to comply with all NENA and NRIC guidelines and standards for the mutual exchange of 911 traffic. Such broad language is

³⁵Ohio Admin. Code. §4901:1-7-13(C).

³⁶Ohio Admin. Code § 4901:1-7-02(B); 4901:1-7-13(F).

unnecessary if there is some more specific issue that is Intrado's true concern. No carrier should be required to blindly surrender the design and control of its network to a third-party's "guidelines." It is far too broad of a topic to handle in such fashion without consideration of the details of a particular issue. If trunking arrangements are Intrado's true concern, then it needs to justify the specifics of the trunking arrangement that it desires, as opposed to generically saying that CBT must do everything that NENA or NRIC recommends. In fact, CBT's proposed means of handling 911 traffic is completely consistent with NENA guidelines for interconnection of networks, which support 911 tandem interconnection and do not require separate end office trunks to other carriers.³⁷ No Ohio ILEC with whom CBT exchanges 911 traffic does so on end office trunks today – the traffic is exchanged between selective routers.

Intrado professes the need to know where a call originated so that it knows where to default route the calls in case of ANI failure. That is unnecessary because those calls will have already been screened by CBT's selective router to determine their destination before they are handed to Intrado. CBT is not proposing to just dump every call originating in its network (or delivered to it by another carrier) onto a common trunk group for delivery to Intrado. So, in the highly unlikely event of an ANI failure within CBT's own wireline network, CBT would have already determined the default routing of that call and passed the necessary information on to the PSAP or the interconnecting carrier. Intrado has no reason to know what end office the calls come from within CBT's network.

Intrado also wants to require the deployment of diverse transport facilities from CBT's Selective Router and the establishment of interconnection at geographically diverse points on Intrado's network. CBT is not saying that it would not use diverse transport facilities or diverse

³⁷ NENA Technical Reference NENA 03-003.

points on interconnection with Intrado. What CBT is saying is that the design of its network is its business, just like the design of Intrado's network is its business. This is not a proper subject to be dictated by an interconnection agreement, but is a matter for CBT's engineers to determine what is best for CBT's customers.

III. PRICING (SECTION 3.8.7.1, PRICING SCHEDULE)

Issue Presented

What should each Party charge the other Party for facilities, features, and functions necessary for the mutual exchange of 911 Service and E-911 Service traffic?

Intrado Position

Intrado apparently intends to charge CBT for trunk ports used to deliver interconnection traffic to Intrado's network, even though CBT has never demanded that Intrado pay CBT for interconnection trunks for Intrado to terminate traffic on CBT's network. No CLEC pays CBT for interconnection trunk ports and CBT pays no CLEC. Intrado should not be treated differently. Intrado is not looking for nondiscriminatory interconnection, but to charge CBT for items for which no one else charges.

Intrado contends that CBT proposes to charge it monthly per line fees. Intrado apparently does not understand CBT's pricing schedule. In CBT's service territory, wireline end users pay a \$0.12 per month 911 charge to support the cost of providing service to PSAPs in the area. PSAPs do not pay CBT for their 911 service – end user charges fund the cost. When a CLEC or reseller acquires an end-user customer that has access to 911 service through CBT, that competing carrier is obligated to collect and remit the \$0.12 charge from its end user customer. Where CBT is the 911 host and end users that are customers of another ILEC are served by PSAPs on CBT's network, those other carriers pay CBT the \$0.12 charge for those end users.

Conversely, where CBT's local exchange customers reside in areas where the serving PSAP is located in another ILEC's service territory, CBT bills and collects a 911 charge from its customer and remits those funds to the adjacent ILEC. From what Intrado has stated about its immediate service plans, its only customers will be PSAPs, not end users who have access to 911 calling. So, Intrado will not be collecting and remitting the \$0.12 monthly charge to CBT. Thus, any comparison of the \$0.12 monthly charge to Intrado's proposed port charge is apples and oranges. The end user 911 charge is not a charge to carriers for interconnection ports – it is a non-discriminatory end user charge paid by all wireline customers in lieu of CBT billing PSAPs.

Intrado seeks to impose port termination charges on CBT's interconnection trunks to Intrado's network, charges which are not allowed under § 251.³⁸ CBT has never proposed to charge Intrado for interconnection trunk ports on CBT's network (in fact, CBT has never charged any CLEC for interconnection trunk ports), and Intrado is not allowed to charge CBT. The cost of interconnection trunk ports is to be covered by the reciprocal compensation rates charged between carriers who exchange traffic. Where, as here, the carriers have agreed to a bill and keep arrangement, each carrier has agreed to absorb the cost of any trunk ports on its network that are used for interconnection of local traffic. Accordingly, Intrado Comm's proposed language should be rejected and it should not be allowed to charge CBT for interconnection trunk ports.

VI. ADDITIONAL DISPUTED ISSUES

A. Section 3.8.7.1 – Intrado's Duty to Time Provision Trunk Ports

In Section 3.8.7.1, Intrado had proposed language requiring CBT to order a sufficient

³⁸Intrado first identified the amount it proposed to charge for interconnection ports when it produced a proposed pricing schedule on April 21, 2008, the same day it filed the Petition. Intrado has offered no cost information to support any of its proposed rates.

quantity of DS1 and DS0 terminations on Intrado's network to assure a P.01 grade of service. In exchange for accepting this obligation, CBT had inserted language requiring Intrado to timely provision the requisite trunk ports necessary for CBT to meet the standard. While Intrado's Petition discusses its objection to providing interconnection trunk ports without charge, it does not address the timely provisioning aspect of § 3.8.7.1 at all.

CBT is only agreeable to the blocking standard if Intrado agrees to timely provision the trunk ports on its side of the network interconnection. It is impossible for CBT to provision both ends of an interconnection trunk, so it cannot be held accountable to a blocking standard that is dependent upon Intrado's actions.

Intrado's redline of § 3.8.7.1 also inaccurately portrays some language as agreed when CBT clearly objected to it in its last version of the draft agreement. CBT had deleted the language in this paragraph stating that the blocking standard applied to end office trunks, because CBT objects to any requirement to install end office trunks.³⁹ However, in its April 21, 2008 redline, Intrado reinstated that language without showing that it is still disputed. As discussed above, CBT rejects the notion that it must provide direct end office trunks for calls originating on its network. There should be no blocking standard for trunks that would not exist.

B. Section 8.2 – Non-Telecommunications Transit Traffic

At the last minute, Intrado inserted language in § 8.2 that expands the definition of transit service beyond traffic exchanged with other LECs and CMRS providers to include traffic exchanged with interconnected VoIP or any other service provider. This last minute change by Intrado has never been discussed by the parties and there is no discussion of it in Intrado's Petition. CBT does not understand the reason for this proposed change and believes that it may

³⁹See version of § 3.7.8.1 in Attachment 12 to Petition.

expand the traffic covered by that portion of the agreement beyond the scope of a § 251 interconnection agreement to address traffic that is not “telecommunications.” Therefore, CBT urges the Commission to reject this change as beyond the scope of a § 251 agreement.

C. Typographical Corrections

As noted above, Intrado’s last redline did not close all marked up language despite Intrado’s contrary indication.⁴⁰ While CBT believes these technical changes have been resolved agreeably, they were not reflected in the document Intrado filed on April 21, 2008. Therefore, CBT identifies these provisions to be sure they are properly closed:

Section 6.8.3 – “customer” should not be capitalized.

Section 8.3(b) – the word “refer” should be “refers.”

Section 20.2.5 – “customer” should not be capitalized.

Schedule 9.2.1, § 8.1 – “customer” should not be capitalized.

Schedule 9.2.1, § 9.2 – “end user’s customer premises” should not be capitalized.

Schedule 10.13, § 8 – “customer” should not be capitalized.

⁴⁰Attachment 15 to Petition.

CONCLUSION

For the foregoing reasons, CBT respectfully requests that the Commission reject all of Intrado's proposed language changes and order that the Interconnection Agreement be adopted by the parties in accordance with CBT's proposed language on all issues.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that on this 16th day of May 2008, I electronically served the foregoing Response of Cincinnati Bell Telephone Company LLC to Petition for Arbitration on the following:

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Disputed Issues Matrix
Intrado Comm and CBT
Revised by CBT – May 16, 2008

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position
Issue 1 (Petition Section I.) Whether CBT may deny Intrado Comm its rights under Section 251(c) of the Act by claiming that Intrado Comm does not offer telephone exchange service or exchange access service.	Recital C	Intrado Comm is entitled to interconnection pursuant to Section 251(c) of the Act because it offers telephone exchange service and exchange access service.	Intrado is only certified to provide “competitive emergency telecommunications services,” so the stricken language is inaccurate and surplusage; there is no disputed language that denies Intrado interconnection rights.
Issue 2 (Petition Section II.A.) What is the most efficient point of interconnection ("POI") for the exchange of E911 calls to Intrado Comm and CBT PSAP customers?	§§ 3.2.2, 3.3.3	When Intrado Comm is the Designated 911/E-911 Service Provider, CBT should aggregate and/or transport its end users' emergency calls destined for Intrado Comm's PSAP customers to two POIs on Intrado Comm's network. Intrado Comm has deleted CBT's language that would require placement of the POI with CBT in the LATA.	The POI must be within CBT's network which, by definition, is within the LATA; CBT may use the same POI Intrado uses to deliver traffic to CBT to deliver traffic back to Intrado and can use one or multiple POIs at its discretion.

Disputed Issues Matrix
Intrado Comm and CBT
Revised by CBT – May 16, 2008

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position
Issue 3 (Petition Section II.B.) Should the Parties be obligated to utilize the most efficient call setup and termination technologies that reduce points of failure in 911 call delivery?	§§ 3.8.7.3	Intrado Comm seeks to include language in the interconnection agreement that would require the use of "class marking" in situations in which CBT's end user customer making the emergency call is located outside of Intrado Comm's serving area to ensure that such calls are routed between the Parties using the most efficient and reliable method possible.	It is up to CBT to determine what is the most efficient means for it to handle 911 calls within its own network; class marking is unnecessary because CBT's selective router performs a call sorting function for all CBT subscribers and delivers all necessary call detail information to PSAPs or interconnected carriers.
Issue 4 (Petition Section II.C)) Is Intrado Comm required to accept third-party originated 911 Service or E-911 Service traffic from CBT over trunk groups installed exclusively for the mutual exchange of Intrado Comm and CBT traffic?	§§ 3.8.7, 8.2	Intrado Comm will not accept third-party originated 911 Service or E911 Service traffic from CBT over the trunk groups dedicated to CBT-originated traffic because doing so affects quality of service, network reliability, and network efficiency.	Intrado cannot force other carriers to interconnect with it directly; Intrado is obligated to enter into interconnection arrangements with any other carrier that makes a request and must terminate all traffic destined to customers served on its network, whether received directly or indirectly through CBT.

Disputed Issues Matrix
Intrado Comm and CBT
Revised by CBT - May 16, 2008

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position
Issue 5 (Petition Section II.D.) Should the Parties adhere to the National Emergency Number Association ("NENA") and FCC Network Reliability and Interoperability Council ("NRIC") recommended standards for trunking?	§§ 3.8.7.2, 3.8.7.8	Both Parties should comply with NENA and NRIC guidelines and standards for the mutual exchange of 911 traffic, such as the deployment of diverse transport facilities.	NENA and NRIC guidelines and recommendations are not mandatory and each carrier retains control over the engineering details of its own network; CBT's proposed network configuration is NENA compliant.
Issue 6 (Petition Section III.) What should each Party charge the other Party for facilities, features, and functions necessary for the mutual exchange of 911 Service and E-911 Service Traffic?	§ 3.8.7.1, Pricing Schedule	Like CBT, Intrado Comm seeks to impose reasonable port charges on CBT for connections to Intrado Comm's network. CBT should not be allowed to recover its costs and deny Intrado Comm the same ability.	CBT does not charge for interconnection trunk ports and Intrado does not have the right to charge CBT for interconnection trunk ports.

Disputed Issues Matrix
Intrado Comm and CBT
Revised by CBT - May 16, 2008

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position
Issue 7 (Added by CBT) Should Intrado be required to timely provision interconnection trunks?	§ 3.8.7.1	Intrado struck language that would require it to timely provision interconnection trunks as a condition of CBT meeting network blocking standards.	CBT cannot be held to a blocking standard over interconnection trunks unless Intrado timely provisions interconnection trunk ports on its side of the POI
Issue 8 (Added by CBT) Should the interconnection agreement address non-telecommunications traffic?	§ 8.2	Intrado added language with respect to transit traffic that addresses non-telecommunications traffic.	The interconnection agreement should only address telecommunications traffic.
Issue 9 (Added by CBT) Should other redlined language be resolved?	§§ 6.8.3, 8.3(b), 20.2.5; Schedule 9.2.1, §§ 8.1, 9.2; Schedule 10.13, § 8	Intrado stated that all capitalization issues were resolved, but did not close them in the last version of the agreement.	All open capitalization issues should be resolved by using lower case letters.

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Summary: Response of Cincinnati Bell Telephone Company LLC to Petition for Arbitration electronically filed by Mr. Douglas E. Hart on behalf of CINCINNATI BELL TELEPHONE COMPANY