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 Communications Act of 1934, as amended, to Establish an Interconnection Agreement with Cincinnati Bell Telephone Company	)	Case No. 08-537-TP-ARB

INTRADO COMMUNICATIONS INC. ARBITRATION PACKAGE

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, respectfully submits its arbitration package pursuant to the procedural schedule adopted on June 30, 2008 in the above-referenced case. Intrado Comm's arbitration package includes the following documents:

1. Direct Testimony of Thomas W. Hicks and Exhibit Nos. TH-1 through TH-11.
2. Direct Testimony of John R. Melcher and Exhibit Nos. JM-1 through JM-3.
3. Joint Issues Matrix

Respectfully submitted,

INTRADO COMMUNICATIONS INC.

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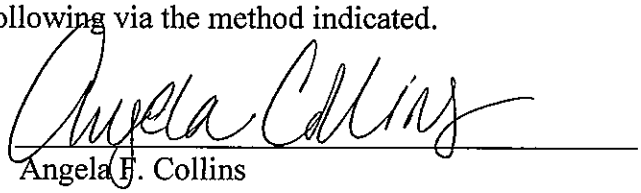
Dated: July 22, 2008

CERTIFICATE OF SERVICE

I, Angela F. Collins, certify that on this 22nd day of July 2008, the foregoing Arbitration Package was filed electronically with the Docketing Division of the Public Utilities Commission of Ohio and one (1) copy was served on each of the following via the method indicated.



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DIRECT TESTIMONY OF

THOMAS W. HICKS

ON BEHALF OF

INTRADO COMMUNICATIONS INC.

July 22, 2008

SECTION I - INTRODUCTION

Q: PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS FOR THE RECORD.

A: My name is Thomas W. Hicks. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am employed by Intrado Inc. as Director - Carrier Relations. I also serve as the Director – Carrier Relations for Intrado Inc.'s telecommunications affiliate, Intrado Communications Inc. ("Intrado Comm"), which is currently certified as a competitive emergency services telecommunications carrier ("CESTC") in Ohio.

Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR INTRADO COMM.

A: I am responsible for Intrado Comm's carrier relations with incumbent local exchange carriers ("ILECs") such as Cincinnati Bell Telephone Company ("CBT"), competitive local exchange carriers ("CLECs"), wireless providers, and Voice over Internet Protocol ("VoIP") service providers.

Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE.

A: I joined Intrado Comm in 2004. Prior to that, I worked for Verizon in various technical and managerial positions for 33 years. For over 10 years at Verizon, I was responsible for administration and engineering support of 911 network and data services nationwide. In my final three years at Verizon as a Senior Engineer, I coordinated the company's wireless Phase I and Phase II implementations across the country, which required wireless carriers to provide public safety answering points ("PSAPs") with caller location information and call back numbers in accordance with Federal Communications Commission ("FCC") requirements. I received a "President's Award" for leading

Verizon's (formerly GTE's) reengineering team in replacing and updating its nationwide 911 systems. My work experience also includes project management at Sonus (formerly Telecom Technologies, Inc.) for softswitch media gateway development. I attended Indiana University – Purdue University in Fort Wayne, Indiana. I hold an Associate's Degree in GTE Telops.

Q: PLEASE DESCRIBE YOUR PROFESSIONAL AFFILIATIONS AND PARTICIPATION IN INDUSTRY ASSOCIATIONS.

A: I am certified as a National Emergency Numbering Association ("NENA") Emergency Number Professional ("ENP"). During my career, I have served on several industry standards bodies for 911, including participating in the Alliance for Telecommunications Industries Solutions ("ATIS") Emergency Service Interconnection Forum ("ESIF") public safety communications standards development efforts since 1999. I am a recipient of the NENA Lifetime Membership Award for contributing to and leading industry and association efforts that led to the creation of FCC Docket No. 94-102, which addresses wireless E911 requirements. Most recently, I was awarded the 2008 ATIS Outstanding Contributions Award during the ATIS Annual Meeting.

Q: IS INTRADO COMM A MEMBER OF NENA AND DOES INTRADO COMM PARTICIPATE IN INDUSTRY FORUMS?

A: Yes, Intrado Comm is a member of NENA through its parent company Intrado Inc. I actively participate on behalf of Intrado Comm in the following industry forums:

- Currently leading the ATIS-ESIF Emergency Call and Data Routing subcommittee focused on the development of network interoperability and

technology integration standards related to emergency call and data routing components of E911;

- Active participant and 911 subject matter expert ("SME") for the North American Numbering Council ("NANC") Pseudo-ANI ("pANI") Issues Management Group for development of pANI Administration Guidelines (document recently approved by the FCC); and
- Active participant in NENA Operations Development Committee ("ODC") and in numerous NENA working committees (*e.g.*, Next Gen 911, Default Route Working Group, etc.).

My past participation before industry bodies also includes:

- Participated in European Telecommunications Standards Institute's Emergency Telecommunications ("EMTEL") to establish European standards for emergency communications to parallel United States standards; and
- Established and led the NENA technical standards organization.

Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO?

A: Yes.

Q: IN WHAT CAPACITY?

A: I testified before the Public Utilities Commission of Ohio ("Commission") in connection with Intrado Comm's petition for arbitration against United Telephone Company of Ohio and United Telephone Company of Indiana (collectively, "Embarq").

Q: WHAT IS YOUR ROLE IN INTRADO COMM'S INTERCONNECTION NEGOTIATIONS WITH CBT?

A: In May 2007, I initiated the request for interconnection with CBT for all states in CBT's territory, including the state of Ohio. I actively participated in the negotiation of the interconnection agreement with CBT. I have identified the services needed from CBT to serve Intrado Comm's customers, including our public safety customers, and have assisted with the drafting of Intrado Comm's proposed agreement language. I am familiar with the unresolved issues between the Parties.

Q: ARE YOU AN ATTORNEY?

A: No, I am not an attorney. My review and interpretation of federal and state law affecting this arbitration proceeding is from a layperson's perspective.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A: The purpose of my testimony is to explain Intrado Comm's position on Issues 1, 2, 3, 4, 5, and 6.

Q: HAVE THE PARTIES RESOLVED ANY ISSUES SINCE THE FILING OF INTRADO COMM'S PETITION FOR ARBITRATION?

A: Yes. The Parties resolved the three (3) issues added by CBT (Issues 7, 8, and 9).

SECTION II – BACKGROUND

Q: IS INTRADO COMM AUTHORIZED TO PROVIDE SERVICE IN OHIO?

A: Yes. At this time, Intrado Comm is authorized as a CESTC in Ohio.

Q: DID THE COMMISSION MAKE ANY FINDINGS WITH RESPECT TO INTRADO COMM WHEN IT AUTHORIZED IT AS A CESTC?

A: In designating Intrado Comm as a CESTC, the Commission found that Intrado Comm is: (1) a "telecommunications carrier" offering "telecommunications service" under federal

law; (2) a "telephone company" and a "public utility" under Ohio law; and (3) engaged in the provision of "telephone exchange service" under federal law.

Q: WHAT RIGHTS DOES INTRADO COMM HAVE AS A CESTC IN OHIO?

A: In designating Intrado Comm as a CESTC, the Commission found that Intrado Comm is entitled to all rights and obligations of a telecommunications carrier pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended ("Act"). The Commission also found that Intrado Comm is entitled to negotiate and interconnect with ILECs like CBT. Finally, the Commission determined that Intrado Comm is entitled to access to pANI numbering resources.

Q: IS INTRADO COMM AUTHORIZED TO PROVIDE LOCAL EXCHANGE SERVICE IN OTHER STATES AND HAS IT ENTERED INTO INTERCONNECTION AGREEMENTS WITH OTHER ILECS?

A: Intrado Comm and its affiliates hold authority to provide competitive local telecommunications services in forty states. Intrado Comm has entered into two other Section 251 interconnection agreements with AT&T affiliates in Illinois and California, as well agreements with Qwest.

Q: PLEASE PROVIDE THE HISTORY OF INTRADO COMM AND ITS ROLE IN THE COMPETITIVE 911 MARKETPLACE.

A: Intrado Comm was established in 1999 as a wholly-owned subsidiary of Intrado Inc., which was founded in 1979. Intrado Comm will provide regulated telecommunications services (*i.e.*, 911 selective routing, switching, and transport). Intrado Comm's telecommunications services include Automatic Location Identification ("ALI") services to form the basis for Intrado Comm's Intelligent Emergency Network®. The Intelligent

Emergency Network® enables the public safety community to transcend the limitations of the nation's legacy 911 infrastructure, making new applications and services available to PSAPs and other public safety entities that will increase their efficiency and effectiveness in responding to emergency calls. Intrado Inc. is the nation's leading provider of sophisticated solutions that identify, manage, and deliver mission critical information for telecommunications providers and public safety organizations. Intrado Comm's local exchange services and telecommunications services will facilitate, enhance, and advance the provision of emergency services throughout the United States to VoIP service providers, and other wireline, wireless, and telematics (*e.g.*, OnStar) service providers. Intrado Comm shares Intrado Inc.'s legacy in expertise, financial stability, and vast experience in delivering mission-critical performance in emergency communications networks and related data. For a quarter-century, Intrado Inc. has been the nation's premier provider of integrated data and emergency communications solutions and has played a key role in defining, building, and maintaining core emergency communications infrastructure and 911 technologies throughout the United States.

Q: PLEASE DESCRIBE INTRADO COMM'S 911 SERVICE OFFERING TO BE PROVIDED PURSUANT TO THE INTERCONNECTION ARRANGEMENT WITH CBT.

A: The Intelligent Emergency Network® permits Intrado Comm to provide competitive 911 emergency call delivery and management services for both voice and data transmissions through the automatic retrieval and delivery of information directly to PSAPs and other government agencies. The Intrado Comm 911 service will provide the resolution of emergency situations more efficiently while enabling PSAPs to transmit information to

other PSAPs even when they are not in the same jurisdiction. Intrado Comm's Internet Protocol ("IP") based network is designed to interoperate with existing legacy PSAP equipment and incumbent networks, but offers much more capability to PSAPs to use and receive calls from newer technologies. A diagram illustrating Intrado Comm's Intelligent Emergency Network® and IP-based network architecture is set forth in TH Exhibit No. 1.

Q: ARE THERE DIFFERENCES BETWEEN INTRADO COMM'S MODERN 911 NETWORK AND CBT'S LEGACY 911 NETWORK?

A: Yes. For example, absent deployment of full interoperability with other selective routers serving PSAPs in bordering jurisdictions, CBT limits the capability of PSAPs to provide statewide support for backup, real time on-demand overflow routing, or timely disaster recovery during situations caused by major catastrophes or call center evacuation events. In addition, PSAPs served by CBT's 911 network currently are unable to transfer calls to another 911 network provider's selective routing network along with the caller's number and location information. Intrado Comm's network, as I have explained above, provides PSAPs a migration path to technology and services that will provide public safety with more comprehensive and robust call transfer capabilities than that currently afforded by the legacy 911 environment. Further, Intrado Comm's network is capable of accommodating and passing images, graphics, video and textual data, while CBT's legacy 911 network is limited to simply voice and ANI data. The 911 network provided by Intrado Comm also affords public safety the ability to share information applications over the network. This information includes critical public safety systems (as well as the costs of critical systems) such as Computer Aided Dispatch ("CAD"), Geographic Information Systems ("GIS"), call loggers/recorders, etc., which are impossible to

provide over the legacy infrastructure. Most telecommunications providers are actively selling IP-based, soft switch solutions to replace older digital technologies in use by medium-sized and major businesses. CBT acknowledges IP-based technologies provide more robust capabilities, as demonstrated by its plans to provision a comprehensive range of VoIP applications, including hosted private branch exchange ("PBX") and business trunking, while supporting its growing requirements for converged voice, video, and data services.[1]

Q: DOES INTRADO COMM COMPETE WITH CBT?

A: Yes. Intrado Comm will be a direct competitor of CBT in Ohio. Intrado Comm will offer an alternative to CBT's 911 service sold directly to Ohio counties and PSAPs. The demand for competitive E911 services is growing. Despite the significant number of competitive providers in the local exchange market, competitive choices for the public safety community do not exist today. Intrado Comm seeks to change that. Relying on the innovative Intelligent Emergency Network®, Intrado Comm will provide its competitive 911/E911 service to Ohio counties and PSAPs, which will give Ohio public safety agencies access to voice, data, streaming media capabilities, etc. The Intelligent Emergency Network® will extend the usefulness of the 911 infrastructure to handle numerous 911 call types regardless of technology – wireline, wireless, Internet telephony, and other technologies in use today. Intrado Comm's network is designed to be dynamic and recognizes that all 911 calls are not and will not be relayed by the caller in the same way because existing and new technologies are different. For example, text messaging or FDA-

[1] Atreus IP Service Provisioning Solution Released, Press Release, *available at* http://www.voip-news.com/press-releases/atreus-voip-launch-120706/.

approved defibrillators embedded in a person's chest that can automatically call 911 as soon as a heart attack begins. Thus, Intrado Comm's 911 service will enable PSAPs to better respond in a world that is becoming more complicated as options for communicating explode.

Q: WHY IS INTRADO COMM SEEKING SECTION 251(c) INTERCONNECTION WITH CBT?

A: Intrado Comm must interconnect its network with the public switched telephone network ("PSTN") in order to provide 911 services to PSAPs. As Congress recognized, ILECs, such as CBT, are the gatekeepers of access to the PSTN. Interconnection, at a minimum, will allow CBT's end users to reach Intrado Comm's end users and vice versa. In the emergency services context, interconnection will permit the 911 caller, including the caller's information, to reach the appropriate PSAP. As the designated 911/E911 service provider, Intrado Comm routes, transmits, and transports 911 and emergency call traffic from end users of wireline, wireless, VoIP, and telematics service providers to the appropriate PSAP. The method of transmission of the 911 and emergency call traffic to Intrado Comm's network is transparent to the PSAP. All necessary TDM signaling to IP protocol conversion functions and special applications necessary to transport 911 calls and information to the PSAP are made within Intrado Comm's network. Attempting to segment any of the 911 service functions from the others would significantly diminish the viability and reliability of 911 services. This is illustrated by the diagram contained in TH Exhibit No. 2. Intrado Comm's desire to provide public safety consumers a more technologically advanced E911 system is fundamentally no different than a traditional competitive entrant's desire to market newer technologically advanced services. Just like

more traditional competitive dial tone providers, Intrado Comm needs to interconnect to the incumbent's existing network to provide the maximum interoperability for both CBT's and Intrado Comm's customers in Ohio.

Q: DOES INTRADO COMM HAVE RETAIL END USERS IN OHIO?

A: Yes, the PSAPs that Intrado Comm will serve are considered retail end users. As a CESTC, the Commission recognized that Intrado Comm's end users would be the PSAPs and counties that purchase Intrado Comm's services. Today, PSAPs or municipalities are purchasing services from the ILECs at retail rates via a retail tariff and are accorded end user status by the ILEC. These users should be treated no differently when being served by Intrado Comm.

Q: DOES CBT PROVIDE ALL OF THE FUNCTIONS NECESSARY FOR THE TRANSMISSION OF A 911 CALL FOR ITS PSAP CUSTOMERS?

A. Yes. CBT contracts with PSAPs to provide access to 911 services for itself and for CLECs, wireless carriers, and other service providers. Indeed, CBT may even act as the selective routing provider for other ILECs. A simplified illustration of a legacy 911 network arrangement typically employed by CBT today is found in TH Exhibit No. 3.

Q: WHEN INTRADO COMM PROVIDES 911 SERVICES, WILL THE PSAP CONTINUE TO HAVE A RELATIONSHIP WITH THE ILEC?

A: Yes, but only to the extent the PSAP continues to purchase service from the ILEC. In Florida, Intrado Comm requested clarification from the Florida Public Service Commission that once a PSAP selected an alternative 911 service provider, such as Intrado Comm, the PSAP could no longer be charged for the same services from its former incumbent 911 service provider. The Florida commission specifically found that

"The law is clear that telecommunications companies may not charge for services they do not provide" (TH Exhibit No. 4). As an example, while it is recognized that public safety may continue to purchase and/or lease PSAP-based equipment or perhaps subscribe to other customer premises equipment ("CPE") maintenance and support services from CBT, once an Ohio county or PSAP has designated Intrado Comm to serve as its selective routing and ALI database service provider, it would be inappropriate for CBT to continue to bill public safety for selective routing or ALI database services.

SECTION III – UNRESOLVED ISSUES

Issue 1: Whether CBT may deny Intrado Comm its rights under Section 251(c) of the Act by claiming Intrado Comm does not offer telephone exchange service or exchange access service?

Q: CAN YOU PLEASE SUMMARIZE WHAT THIS ISSUE ADDRESSES?

A: Intrado Comm has proposed language in the interconnection agreement that is consistent with the Commission's findings that Intrado Comm's competitive 911/E911 service offerings are considered telephone exchange services. CBT has refused to include this language in the interconnection agreement.

Q: DO YOU AGREE THAT THIS ISSUE IS RESOLVED AS A MATTER OF LAW?

A: Yes. The Commission's initial order granting Intrado Comm CESTC status and its rehearing order denying the petitions for rehearing (such as the one filed by CBT) stated that Intrado Comm's competitive 911/E911 service offering is a telephone exchange service. The Commission's orders speak for themselves and Intrado Comm's proposed language should be adopted.

***Issue 2*: What is the most efficient point of interconnection ("POI") for the exchange of 911/E911 calls to Intrado Comm and CBT PSAP customers?**

Q: CAN YOU PLEASE SUMMARIZE WHAT THIS ISSUE ADDRESSES?

A: This issue addresses how Intrado Comm will interconnect with CBT's network when CBT is the designated 911/E911 service provider and how CBT will interconnect with Intrado Comm's network when Intrado Comm is the designated 911/E911 service provider.

Q: WHEN INTRADO COMM IS THE DESIGNATED PROVIDER OF 911/E911 SERVICES IN A PARTICULAR JURISDICTION, WHAT INTERCONNECTION ARRANGEMENT DOES INTRADO COMM SEEK TO IMPLEMENT?

A: Where Intrado Comm will serve as the designated 911/E911 service provider in a particular geographic area, Intrado Comm has proposed language requiring CBT to transport its end users' emergency calls destined for Intrado Comm's PSAP/county customers to points of interconnection on Intrado Comm's network, which would be Intrado Comm's selective router/access ports.

Q: PLEASE EXPLAIN WHY INTRADO COMM'S PROPOSAL FOR POINTS OF INTERCONNECTION WITH CBT YIELDS THE MOST EFFICIENT AND COST-EFFECTIVE INTERCONNECTION ARRANGEMENT AND HOW IT IS CONSISTENT WITH INDUSTRY PRACTICES.

A: The 911 network is connected to the PSTN because consumers are connected to the PSTN in some manner, whether wireline, wireless or interconnected VoIP callers. While an arrangement in which the POI is on the ILEC's network may have developed as the common network architecture arrangement for the exchange of plain old telephone

service ("POTS") traffic, 911 traffic historically has been handled in a different manner between adjacent ILECs, and more recently defined by ILECs for CLECs relying on the ILECs to complete 911 calls. Intrado Comm is recommending that the Parties follow the same method of physical interconnection as defined by the ILECs when Intrado Comm is the designated 911/E911 service provider. Under this method, when Intrado Comm has been selected as the designated provider of 911/E911 services, CBT must interconnect with Intrado Comm's selective router so customers of CBT located in the geographic area served by Intrado Comm can complete emergency calls to the appropriate PSAP (*i.e.*, Intrado Comm's end user customer). Deviating from a traditional POI arrangement when Intrado Comm is serving the PSAP results in the most efficient and effective network architecture and provides the highest degree of reliability for the provision of 911 services. The ILECs have relied on this method of interconnection with adjacent ILECs or for themselves to aggregate and transport 911/E911 traffic to the appropriate PSAP serving a geographic area in which two ILECs are providing service. Intrado Comm simply seeks to mirror the type of interconnection arrangements that CBT and other ILECs have determined to be the most efficient and effective for the termination of emergency calls. It is my understanding that the FCC has determined that any arrangements between neighboring ILECs for the mutual exchange of traffic are considered technically feasible arrangements for interconnection between CLECs and ILECs. Effective competition with CBT and other ILECs requires interconnection on terms and conditions that are as favorable as the ILEC offers to neighboring ILECs or itself. There is no reason for 911/E911 calls to be delivered to any tandem other than the

relevant selective router/911 tandem that is connected to the PSAP serving the geographic area in which the 911/E911 call was originated.

Q: SO, INTRADO COMM'S PROPOSAL IS CONSISTENT WITH HOW 911/E911 SERVICE PROVIDERS TYPICALLY INTERCONNECT FOR THE EXCHANGE OF 911/E911 CALLS?

A: Yes. Intrado Comm understands that CBT either uses mid-span meet points with adjacent ILECs for the transport of 911/E911 traffic to the appropriate PSAP or transports 911 traffic to the selective router of the 911/E911 provider. Intrado Comm seeks to mirror the type of interconnection arrangements that CBT has used historically with other ILECs – bringing 911/E911 traffic to the entity serving the PSAP. Unless the Parties have established that it is technically infeasible to segregate end user 911 calls at the end office for delivery to the appropriate designated 911 service provider, there is no reason for 911/E911 calls to be delivered to any other central office than the relevant selective router/911 tandem that is connected to the PSAP for the geographic area in which the 911/E911 caller is located.

Q: IS INTRADO COMM'S PROPOSAL ALSO CONSISTENT WITH THE REQUIREMENTS CBT IMPOSES ON CLECS WHEN CBT IS THE 911/E911 SERVICE PROVIDER?

A: Yes. Where CBT serves as the 911/E911 service provider it has routinely designated the location of its selective routing access ports as the POI for telecommunications entities seeking to gain access to the 911/E911 services CBT provides to Ohio PSAPs. This POI is in addition to the POI designated by the CLEC on CBT's network for the exchange of other 251(c) traffic.

Q: WHY IS IT IMPORTANT THAT INTRADO COMM BE ABLE TO INTERCONNECT WITH CBT IN THE SAME WAY AS OTHER 911/E911 SERVICE PROVIDERS?

A: In the enactment and implementation of the Act, the goal of both Congress and the FCC was to ensure that new entrants could effectively compete with the entrenched incumbent provider. Interconnection that is at least equal in type, quality, and price to the interconnection arrangements the ILEC provides to itself and others was required of ILECs to achieve this goal. Section 251(c)(2) of the Act therefore entitles Intrado Comm to interconnection "that is at least equal in quality to that provided by the [ILEC] to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection." Intrado Comm seeks physical connectivity between its network and CBT's network that is similar to what CBT has implemented with its other 911/E911 service providers in Ohio.

Q: SHOULDN'T CBT BE REQUIRED TO INTERCONNECT WITH INTRADO COMM IN A SIMILAR MANNER AS IT DOES WITH OTHER 911/E911 SERVICE PROVIDERS?

A: Yes. It is my understanding that the FCC has determined that, if a particular method of interconnection is currently employed between two networks or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures. CBT bears the burden of demonstrating the technical infeasibility of a particular method of interconnection or access at any particular point.

Q: WHY IS INTRADO COMM PROPOSING THE USE OF TWO GEOGRAPHICALLY DIVERSE POIS ON INTRADO COMM'S NETWORK?

A: The establishment of geographically diverse routes for the delivery of 911 traffic is good business sense. The critical nature of 911 communications demands diversity and redundancy. The interconnection of competing 911 networks should include a minimum of two points of interconnection to assure a robust and fault tolerant 911 infrastructure. In addition, geographically diverse routes for 911 traffic are consistent with industry guidelines and recommendations.

Q: HOW IS INTRADO COMM'S PROPOSAL CONSISTENT WITH INDUSTRY RECOMMENDATIONS?

A: The public benefit of the type of diversity and redundancy requested by Intrado Comm has been supported by the FCC's Network Reliability and Interoperability Council ("NRIC"), which found "[w]hen all 9-1-1 circuits are carried over a common interoffice facility route, the PSAP has increased exposure to possible service interruptions related to a single point of failure (e.g., cable cut). The ECOMM Team recommends diversification of 9-1-1 circuits over multiple, diverse interoffice facilities." Excerpts from these findings are attached as TH Exhibit No. 5.

Q: HAVE ANY OTHER INDUSTRY BODIES MADE SIMILAR RECOMMENDATIONS?

A: Yes. Excerpts from a NENA 911 Tutorial attached as TH Exhibit No. 6 states:

> 9-1-1 systems are expected to function without interruption. However, expecting every network and PSAP component to work perfectly forever is unrealistic. Stuff happens – things break. Reliability, then, is achieved through diversity and redundancy. One method of achieving reliability is to build redundant, diversely

routed trunk groups from each end office to its 9-1-1 tandem. Each trunk group should be large enough to carry the entire traffic load for that end office.

These recommendations from NRIC and NENA also support Intrado Comm's positions under Issue 4 with respect to the implementation of Line Attribute Routing.

Q: DOESN'T THE ACT REQUIRE THE POI TO BE ON THE ILEC'S NETWORK?

A: Yes, but the Act also says that interconnection should be equal in quality, and Intrado Comm's proposal is consistent with the way in which CBT interconnects with other 911/E911 service providers in Ohio today. Intrado Comm's proposal is also consistent with the requirements CBT imposes on CLECs. One section of the Act cannot obliterate another provision.

Q: IS INTRADO COMM ASKING THAT CBT INTERCONNECT WITH ITS NETWORK OUTSIDE OF THE LATA?

A: Intrado Comm plans to deploy at least two (2), and possibly more, selective routers in Ohio. One of those selective routers will be within CBT's LATA, and the others will be outside of CBT's LATA. But, the concept of LATAs does not apply to CBT or in the context of 911 traffic.

Q: PLEASE EXPLAIN.

A: First, it is my understanding CBT is permitted and routinely carries interLATA traffic. A quick review of CBT's website indicates that CBT offers long distance bundled with other products as well as stand-alone long distance services to Ohio consumers. Second, it is my understanding that the courts and the FCC have said that any restrictions on carrying interLATA traffic do not apply to 911. In fact, the FCC explicitly found that 911/E911 services typically include an interLATA transmission component.

Q: ARE THERE PUBLIC INTEREST CONSIDERATIONS THAT SHOULD BE TAKEN INTO ACCOUNT WHEN REVIEWING INTRADO COMM'S PROPOSALS?

Y: Yes. Interconnection for the purpose of providing competitive 911/E911 services must look beyond the traditional interconnection arrangements used for POTS and seek to establish physical architecture arrangements that specifically address the special needs of 911 callers and first responders. The physical architecture arrangements Intrado Comm seeks are critical to issues of reliability, redundancy, and eliminating points of failure for 911/E911 services. These are the key considerations when establishing interconnection arrangements for public safety providers.

Q: DOES THE COMMISSION HAVE THE AUTHORITY TO INCORPORATE PUBLIC INTEREST CONSIDERATIONS INTO THIS ARBITRATION PROCEEDING?

A: Yes. Section 253(b) of the Act allows the Commission to adopt regulations to "protect the public safety and welfare . . . and safeguard the rights of consumers." The grant of this authority to the Commission supports and necessitates the adoption of Intrado Comm's proposed physical interconnection arrangements in their entirety.

***Issue 3*: Should the Parties be obligated to utilize the most efficient call set up and termination technologies that reduce points of failure in 911 call delivery?**

Q: PLEASE EXPLAIN INTRADO COMM'S POSITION ON THIS ISSUE.

A: The optimal way for a carrier to route its 911/E911 service traffic to the appropriate 911/E911 service provider is to establish direct and redundant trunking from that carrier's originating central office to diverse 911 network access points. When an originating

central office contains end users that receive emergency services from PSAPs that are served by different 911/E911 networks, it is necessary for the originating central office to be configured to select the appropriate direct and redundant trunk group to the 911 selective router connected to the PSAP that is to respond to the caller, as determined by the location of the caller. Such routing may be accomplished by setting the appropriate line attributes in the central office line database for each line during the service provisioning and automated recent line change processes. This is similar to the way in which line attributes are established when an end user "presubscribes" to a long distance provider. Intrado Comm refers to this technique as "Line Attribute Routing."

Q: WHY DOES INTRADO COMM ADVOCATE THE USE OF LINE ATTRIBUTE ROUTING?

A: Line Attribute Routing enables trunk route selection and transport configurations at the originating office level, thereby eliminating the need to introduce an additional and unnecessary stage of switching to "sort and segregate" the originating office 911 service traffic for call handoff and termination to the 911 selective router connected to the PSAP responsible for delivering emergency assistance. Through elimination of this unnecessary stage of switching, the number of possible points of failure in the 911 call path are reduced and network reliability is improved. Further, Line Attribute Routing uses the Master Address Street Guide ("MSAG") to ensure the end user service address stored in the ILEC's internal service provisioning systems is valid before being provided to the designated 911/E911 service provider for loading into the E911 database. This further reduces the potential for error during the creation of ALI records for PSAP display during a 911 call.

Q: HAS CBT OR OTHER ILECS ACKNOWLEDGED THAT SWITCH FAILURES ARE POSSIBLE?

A: Yes. Many ILECs have acknowledged that catastrophic switch failures are possible (although uncommon), and have deployed or are planning to deploy dual selective router arrangements where technically feasible. In fact, Intrado Comm understands that CBT may already have such dual 911 selective router arrangements for some PSAPs CBT serves using its Cincinnati, Ohio and Covington, Kentucky switches. Embarq is currently in the process of deploying dual 911 selective router arrangements in Ohio using its Mansfield and Lima switches, further demonstrating that catastrophic switching failures can occur and dual 911 selective router arrangements are beneficial. Few can dispute that as additional switching points are introduced into the call delivery process, the potential for failure increases. Also, should one path be unable to complete the 911 call, the presence of an alternative diverse facility greatly enhances the ability for the emergency 911 call to be delivered to the correct PSAP. Such a network arrangement is illustrated in TH Exhibit No. 7.

Q: DOES INTRADO COMM'S PROPOSAL REFLECT HOW CARRIERS INTERCONNECT TO THE EXISTING ILEC 911 NETWORKS TODAY?

A: Yes. Today, CLECs are required by ILECs to directly interconnect to the appropriate 911 selective router and deliver only 911 traffic from their end users to the 911/E911 selective router directly connected to the PSAP designated to serve the caller's location. There are instances where the ILEC 911/E911 service provider establishes mated and diverse selective routers to provide a more reliable level of 911 service to the PSAP. In such dual selective router arrangements, the ILECs, including CBT, require competitors

to implement both a "primary" and a "secondary" or "diverse" route for 911 calls.[2] In such instances, most CLECs voluntarily connect to each geographically diverse and redundant selective router to ensure their end user customers have the most reliable access to emergency assistance. Lastly, should a carrier's switch have subscribers in calling scopes served by multiple selective routers, the CLEC must determine at the originating office level which subscriber 911 traffic will be routed over each trunk group to the appropriate 911 router. The CLEC undertakes the provisioning, sorting, transport and delivery of 911 traffic on its side of the point of interconnection with no expectation of cost recovery from PSAPs. Such a network arrangement is illustrated in TH Exhibit No. 8.

Q: HAS CBT AGREED TO PROVIDE THIS TYPE OF INTERCONNECTION TO INTRADO COMM?

A: No. CBT has refused to allow Intrado Comm interconnection to its network that would permit Intrado Comm to enter the market and compete for PSAP customers on a level playing field with CBT. CBT takes the position that CBT can continue in its monopoly role of routing all of its end user 911 calls through its 911 selective routing system before delivering the calls to a competitive provider's 911 selective routing system. Such a network arrangement is illustrated in TH Exhibit No. 9.

Q: IS THERE A DIFFERENCE BETWEEN "CLASS MARKING" AND "LINE ATTRIBUTE ROUTING"?

A: Yes. Class marking involved 911 call routing based upon taxing authority data that was not validated to a MSAG. Line Attribute Routing is based upon integration of MSAG

[2] CBT Template Interconnection Agreement § 3.8.2(b).

address validation into the service provisioning process. While class marking was not uncommon in the early 1990s, and was typically used in wireline serving areas by ILECs where PSAPs could not afford selective routing service, to my understanding it is no longer in use for 911 call routing applications. Intrado Comm is in agreement with CBT and the positions advocated by NENA that class marking is an inferior form of 911 call routing that could result in 911 calls being misrouted to the wrong PSAP, whether instituted in a manual or automated manner. Intrado Comm is not requesting that CBT utilize this type of "class marking" process. Line Attribute Routing, while using similar line attributes in the originating end office, is a reliable method of performing accurate call routing to the appropriate selective router (*i.e.*, sorting and segregating 911 traffic), since the line attribute values used in the originating office to select the appropriate selective router trunk group are based on the MSAG-validated address of the caller.

Q: PLEASE EXPLAIN WHAT YOU MEAN BY THE INTEGRATION OF MSAG DATA INTO THE SERVICE PROVISIONING PROCESS.

A: In the current environment, the quality of data used for service order processing has improved significantly. In most areas, ILECs like CBT typically use a Street Address Guide ("SAG") to "validate" the service address information for their end users during service order entry processes. While each ILEC may have a different name for their service order validation database (*e.g.*, Embarq refers to its service order address validation system as the Street Information Guide or SIG), most employ such databases so they can identify which originating end office is to serve the individual requesting dialtone services. Intrado Comm's Line Attribute Routing proposal would require CBT to integrate the MSAG into its front end service provisioning process; validating its end

users' address information against the MSAG to ensure that end user 911/E911 calls are directly routed from the originating end office to the appropriate selective routing system. This would involve setting an "attribute" on the end user's line so that when the end user calls 911, the switch knows where to send the call. This process operates similarly to presubscription where the end user designates the long distance carrier to which its 1+ calls should be directed.

Q: WHY SHOULD CBT BE PROHIBITED FROM USING ITS 911 SELECTIVE ROUTER TO PERFORM ITS CALL SORTING FUNCTION WHEN INTRADO COMM IS THE DESIGNATED 911 SERVICE PROVIDER?

A: The switching of CBT originating office traffic through the CBT selective router is entirely unnecessary when Intrado Comm has been designated to serve as the 911/E911 service provider and poses an increased risk of call failure before the 911 call is passed to the 911/E911 service provider's system. The potential for call failure can be minimized through the use of Line Attribute Routing associated with each end user access line at the originating end office. Line Attribute Routing enables 911 calls to be directly routed to the appropriate selective router from the originating end office, rather than inserting an additional stage of switching. In addition, by retaining CBT's selective router in the call path, PSAPs motivated to choose a competitive provider to obtain improved service quality and/or enhanced control over originating office trunking are relegated to what they may perceive as sub-quality service and the limitations of the legacy 911 network provided by CBT. Lastly, the manner in which CBT plans to deliver end user records to CESTCs (*i.e.*, after processing its service records through its own existing E911

processes) induces additional delays in updating a CESTC's E911 database systems and fails to create parity update performance with that to which CBT provides itself.

Q: DOES THE USE OF LINE ATTRIBUTE ROUTING BENEFIT PUBLIC SAFETY?

A: Yes. First, separate 911 trunk groups for each originating office assists the PSAP in quickly isolating 911 service problems, as well as enabling it to re-direct an entire originating office's 911 traffic or a portion of its traffic to another PSAP during periods of excessive 911 call volume. Second, the use of Line Attribute Routing prevents CBT from imposing additional selective routing charges on public safety entities because CBT would no longer be required to utilize its selective router for call sorting when Intrado Comm is the designated 911/E911 service provider. Third, public safety will realize maintenance savings by eliminating the unnecessary costs involved in correcting errors that could have been detected during the incumbent's service provisioning process.

Q: IS THERE AN ARGUMENT THAT LINE ATTRIBUTE ROUTING BENEFITS CBT?

A: Yes. All parties (CBT, Intrado Comm, and the PSAP) will be able to more quickly isolate and resolve service issues to an originating office having voice and/or ANI quality issues. If 911 traffic for multiple originating offices is combined over one trunk group to the designated 911/E911 selective router as proposed by CBT, trouble isolation will take more time and may result in more lengthy periods of service affecting problems before the source of the problem is identified, especially if the source is one originating office. However, with direct trunking from the CBT originating office made possible through the use of Line Attribute Routing, an Emergency Service Central Office ("ESCO") code is

displayed to the PSAP call taker representing the originating office of the caller should a no ANI or partial ANI condition occur. Such information aids in more quickly identifying ANI failure conditions and expediting repair so CBT's end users' 911 calls are not subjected to lengthy service affecting failure events.

Q: ARE THERE ANY OTHER BENEFITS CBT MAY RECEIVE?

A: Yes. High calling volumes (or facility failure conditions) associated with one or more originating office(s) served by the CBT-proposed combined trunk group from its selective router may saturate the trunks to a CESTC's selective router. This can limit access or causing blockage to the PSAP from 911 callers served by other originating offices typically routed over the combined group. However, with direct trunking from the originating office(s) made possible by sorting and segregating 911 traffic using the line attributes of callers, CBT's end user call completion from one office is unaffected by the end user call volume or facility deficiencies from another originating office, and access to the CESTC selective router is assured for CBT's end users. Further, public safety will no longer need to invest local resources and time assisting CBT in reconciling its service order address errors, and CBT's customers' data will more likely process through to the selective router and ALI database without delay caused due to address validation errors.

Q: DOES CBT'S PREFERRED METHOD OF CALL ROUTING DISADVANTAGE COMPETITIVE CARRIERS?

A: Yes. It is recognized that CBT may incur some initial costs to enable Line Attribute Routing through integration of MSAG address validation into its standard order collection process and automated provisioning platforms. Such investments, however,

will be offset by the savings CBT realizes from reduced switch maintenance and repair costs and from not having to correct downstream service address errors detected by the CESTC's ALI database management process. Obviously CBT will incur costs for call sorting arrangements whether the sorting is performed at its originating office or its selective router. The costs associated with providing end users access to 911/E911 services are borne by all entrants in the competitive market: traditional wireline carriers, wireless carriers, and VoIP service providers. However, only incumbent wireline carriers who also provide 911/E911 services, such as CBT, have tariffs that they use to recover costs associated with access to 911/E911 services to end users. The ability to recover costs associated with providing access to 911/E911 services gives CBT a competitive advantage over other competitive telephone exchange service providers.

Q: IS LINE ATTRIBUTE ROUTING TECHNICALLY FEASIBLE?

A: Yes. Through synchronization of the MSAG and building appropriate tables in CBT's digital end offices, accurate Line Attribute Routing is technically feasible. I understand that the FCC has found that interconnection and access requests shall be deemed technically feasible absent technical or operational concerns that prevent fulfillment of the request, and that the determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns (47 C.F.R. § 51.5). It is technically feasible for CBT to perform any required sorting of 911 traffic at the originating office when the originating office is a digital or analog electronic switching system.

Q: IS INTRADO COMM ASKING CBT TO CHANGE ITS ENTIRE 911 NETWORK TO ACCOMMODATE INTRADO COMM'S PREFERENCE TO USE LINE ATTRIBUTE ROUTING TO ROUTE TRAFFIC?

A: No. Intrado Comm is simply requesting that when Intrado Comm is designated as the 911/E911 service provider for an area containing CBT end users, that 911 calls from the affected end users are routed from the originating office to Intrado Comm's network over direct, diversely routed 911 trunks. However, where a portion of an end office is served by PSAPs hosted by separate 911/E911 networks, Intrado Comm is requesting that the necessary sorting of the calls (to determine which 911/E911 network is to receive the call) be performed at the originating office through the use of the caller's line attributes, rather than inserting a second stage of switching at another central office.

Q: WHAT DOES INTRADO COMM RECOMMEND AS A SOLUTION TO ADDRESS CBT'S CALL SORTING AND TRANSPORT PREFERENCES WHILE RETAINING NETWORK INTEGRITY?

A: The public interest in robust, accurate emergency service call completion is best served by diverse transport facilities and interconnection at geographically diverse points on the Intrado Comm network. Where it is technically infeasible for CBT to sort its end users' 911 call traffic at the associated originating office and where an originating office serves customers both within and outside of Intrado Comm's network serving area, it is best for CBT and Intrado Comm to work cooperatively with the affected governmental 911 authority to determine which 911 provider is best suited to sort the 911 traffic and hand-off calls to the other 911 provider as appropriate. Furthermore, any originating offices that do not require call sorting should be directly connected to the Intrado Comm

Intelligent Emergency Network®. Lastly, CBT should retain discrete trunk groups representing each originating office so that the government 911 authority may define appropriate default routing arrangements for each originating office.

Q: IS INTRADO COMM'S PROPOSAL FOR SEPARATE TRUNK GROUPS SUPPORTED BY INDUSTRY RECOMMENDATIONS AND GUIDELINES?

A: Yes. Industry recommendations call for identifiable end office trunk groups for default routing. CBT's proposal to use a common trunk group for all 911/E911 service traffic destined for Intrado Comm's network is inconsistent with NENA recommendations. Excerpts from these recommendations can be found in TH Exhibit No. 10.

Q: IF THE COMMISSION DETERMINES CBT MAY USE ITS EXISTING SELECTIVE ROUTER TO PERFORM "CALL SORTING" FUNCTIONS IN LIEU OF LINE ATTRIBUTE ROUTING, SHOULD CBT BE PERMITTED TO RECOVER ITS COSTS FROM THE PSAPS WHO RECEIVE 911 CALLS FROM THE SORTED END OFFICES?

A: No. The establishment of call routing from a switch or end office over a particular trunk group to a selective router is clearly on the local exchange service provider's side of the demarcation point. Delivery of a call to the appropriate selective router is part of local exchange service to POTS customers and a function of providing those customers access to the 911/E911 network. Delivery of the 911 call to the appropriate PSAP and the delivery of caller associated location information is part of 911/E911 services, not access to 911/E911 services.

Q: CAN YOU PLEASE EXPLAIN THE DISTINCTION?

A: Costs associated with delivery of a 911 call to the appropriate selective router, whether it be by call sorting using Line Attribute Routing or call sorting using a selective router, is still access to 911/E911 services for the benefit of end user subscribers. This cost should be borne by the communications service provider and recovered from the base rate charged to local exchange service subscribers. Thus, even if the Commission were to allow CBT to "call sort" using its selective router, it would still be inappropriate for CBT to receive cost recovery from PSAPs for that sorting function. It may also be inappropriate for CBT to apply 911 fees collected from its end users to defray its call sorting costs.

Q: WHY SHOULDN'T CBT BE COMPENSATED THROUGH 911 FEES COLLECTED FOR THE USE OF ITS SELECTIVE ROUTER WHEN IT SORTS 911 CALLS DESTINED FOR INTRADO COMM'S PSAP CUSTOMERS?

A: When CBT is using its selective router for call segregation purposes, it is not providing selective routing services to the PSAP. Once a public safety agency selects its 911/E911 service provider, that provider and no other entity is responsible for selectively routing 911 calls to that PSAP. Public safety pays the designated 911/E911 service provider for that function. Any charges by CBT for selective routing when it is not the designated 911/E911 service provider amount to an unnecessary and undesirable duplication of routing functionality, having the potential of usurping public safety's choice of 911/E911 service provider and needlessly increasing the cost of 911 service.

Issue 4: Is Intrado Comm required to accept third-party originated 911/E-911 service traffic from CBT over trunk groups installed exclusively for the mutual exchange of Intrado Comm and CBT traffic?

Q: CAN YOU PLEASE SUMMARIZE THE PARTIES' DISPUTE WITH RESPECT TO THIS ISSUE?

A: Intrado Comm has inserted language in the interconnection agreement to prohibit CBT from passing 911 service traffic to Intrado Comm that originates with third party service providers. Each carrier in a particular geographic area should be responsible for sorting its 911 traffic and transporting it to Intrado Comm's network without pre-switching or transiting the traffic via CBT's selective router. Allowing CBT to aggregate many providers' 911 traffic onto one common trunk group destined for Intrado Comm's PSAP customer affects quality of service, network reliability, and network efficiency. Intrado Comm refers to CBT's proposed language as a "wholesale aggregation" service offering.

Q: IF CBT IS NOT PERMITTED TO PROVIDE WHOLESALE AGGREGATION SERVICE, HOW WILL OTHER PROVIDERS DELIVER 911 CALLS TO INTRADO COMM WHEN INTRADO COMM IS THE 911/E911 SERVICE PROVIDER?

A: Unlike ILECs, most other voice service providers have regional or nationwide footprints. Intrado Comm plans to deploy at least two, and possibly more, selective routers in every state in which Intrado Comm plans to offer service. By connecting to one of Intrado Comm's selective routers, a carrier can reach any PSAP connected to Intrado Comm's network. This means that a wireless provider with a nationwide footprint can connect to any two Intelligent Emergency Network® access ports anywhere in Intrado Comm's nationwide network. As an example, interconnecting to Intrado Comm's selective routers in Florida will still permit 911 call delivery to one of Intrado Comm's PSAP customers in Ohio.

Q: SO, CBT'S CONTENTION THAT INTRADO COMM IS DENYING INTERCONNECTION TO OTHER CARRIERS IS INCORRECT?

A: Yes. Other carriers needing to deliver 911/E911 service calls to Intrado Comm's PSAPs will be offered a myriad of interconnection locations throughout the United States, including at least two points in Ohio. Such connections may be through use of standard TDM type connections (multi-frequency or SS7 signaling) or IP interfaces.

Q: YOU MENTIONED EARLIER THAT CBT'S PROPOSAL AFFECTS QUALITY OF SERVICE, NETWORK RELIABILITY, AND NETWORK EFFICIENCY. CAN YOU PLEASE EXPLAIN?

A: CBT's wholesale aggregation service raises many of the same reliability issues that Intrado Comm is attempting to address through its proposal for the use of Line Attribute Routing under Issue 3. Intrado Comm therefore incorporates those arguments by reference here. Further, it is common for different call types (especially wireless 911 calls) to be routed over different PSAP trunks or to specific call taker positions at the PSAP. Such 911 call routing arrangements are commonly made to ensure the incident-driven nature of wireless does not saturate all call takers due to one incident. By combining all call types (wireless, wireline, and VoIP) over a common trunk group as advocated by CBT, the PSAP is unable to discern the call by type, which removes or severely limits the call management control options typically available to PSAP managers when the 911 trunking is direct from each service provider to the Intrado Comm selective router.

Q: HOW IS NETWORK RELIABILITY AFFECTED?

A: Intrado Comm's network reliability becomes more susceptible to massive network failure due to the concentration of third party carrier traffic over fewer transport facility routes versus the diversity offered when trunking is established from each carrier's individual network. Depending upon CBT's trunking arrangements, 911 service calls destined for one Intrado Comm served PSAP may be "blocked" due to trunk group traffic loads to unrelated PSAPs saturating the common trunk group to Intrado Comm's 911/E911 service network.

Q: ARE OHIO PUBLIC SAFETY AGENCIES AFFECTED BY CBT'S PROPOSAL?

A: Yes. Ohio counties and PSAPs should continue to have the authority and discretion to designate a 911/E911 service provider and to terminate the services of another. Public safety should not be forced to pay twice for functionality such as selective routing and database management services if CBT is permitted to use its 911 network infrastructure to aggregate third party 911 traffic and send that traffic to Intrado Comm over a single trunk. Such charges would appropriately be borne by the participating third parties subscribing to CBT's "wholesale aggregation" services.

Q: ARE YOU FAMILIAR WITH THE CONCEPT OF TRANSIT TRAFFIC?

A: Yes. Transit traffic is traffic that originates with one carrier, transits CBT's network, and terminates with another carrier. Neither the calling party nor the called party is CBT's customer. Usually CBT charges a fee for providing this transit service. 911 calls traditionally have not been included in the types of traffic for which transit service is available. Rather, most ILECs (including CBT) require competitors to deploy separate trunking to each relevant ILEC selective router as I previously discussed.

Q: DOES CBT'S INTERCONNECTION AGREEMENT CONTAIN TERMS AND CONDITIONS GOVERNING TRANSIT TRAFFIC?

A: Yes. CBT's template interconnection agreement requires Intrado Comm to enter into arrangements with third party carriers to which Intrado Comm may terminate traffic. CBT rebuffs any involvement in the relationship between Intrado Comm and third party carriers.

Q: IS THIS CONSISTENT WITH OTHER ILECS' TEMPLATE INTERCONNECTION AGREEMENTS?

A: Yes. Most ILECs require interconnecting carriers to enter into direct interconnection arrangements with other carriers rather than rely on transit services. In fact, most ILECs have argued against being required to provide transit services.

Q: IS TRANSIT SERVICE A SECTION 251(C) SERVICE?

A: It is my understanding that the FCC has not yet made a determination of whether transit services are Section 251(c) services or whether ILECs are required to offer such services. I also understand that many ILECs argue that they should not be required to provide transit service at all, much less pursuant to a Section 251(c) interconnection agreement.

Q: WOULD INTRADO COMM BE WILLING TO ENTER INTO A SEPARATE, NON-251 ARRANGEMENT WITH CBT WITH RESPECT TO THIRD PARTY ORIGINATED 911 TRAFFIC?

A: Perhaps, but any such arrangement would need to address the technical and reliability issues raised by CBT's proposal. If an incumbent elects to offer wholesale aggregation service to other carriers, such an offer must not jeopardize 911 call delivery, nor should it cause unwarranted costs to public safety.

***Issue 5*: Should the Parties adhere to NENA and NRIC recommended standards for trunking?**

Q: CAN YOU PLEASE EXPLAIN THE DISPUTE WITH RESPECT TO THIS ISSUE?

A: Intrado Comm has proposed language stating that both Parties should comply with NENA and NRIC recommendations for trunking in their interconnected network. CBT has indicated that it will not accept that language because it appears the Parties differ about the application of those recommendations. In addition, Intrado Comm has proposed language requiring CBT to provision separate and identifiable trunk groups from each CBT End Office for delivery of traffic to Intrado Comm. The substance of this language, however, is properly addressed under Issue 3.

Q: DOES INTRADO COMM WORK WITH NENA AND OTHER INDUSTRY BODIES?

A: Yes. Intrado Comm actively participates in industry bodies to ensure that it stays at the forefront of 911 solutions in the marketplace. Intrado Comm's Intelligent Emergency Network® has been designed to capture and comply with NENA guidelines for next generation IP-based solutions. Intrado Comm recognizes the importance of standards setting bodies and, as history reflects, it has been an active participant, which has led to valuable contributions to the ongoing development of advanced 911 network standards.

Q: IS NENA AN INDUSTRY STANDARDS BODY?

A: No, NENA is not a standards setting body; however, it does provide valuable guidance to standard setting bodies, such as APCO and ATIS. Intrado Comm is an active participant in both.

Q: WHAT LANGUAGE IS INTRADO COMM PROPOSING FOR INCLUSION IN THE PARTIES' INTERCONNECTION AGREEMENT?

A: Intrado Comm has proposed the following language:

> 3.8.7.8 Each Party will use NENA Recommended Standards and Network Reliability and Interoperability Committee 911 recommendations when engineering 911 trunking and transport on their respective side of the POI.

Q: WHY DO YOU THINK CBT WILL NOT AGREE TO INTRADO COMM'S PROPOSED LANGUAGE FOR 3.8.7.8?

A: Intrado Comm is unaware of any reason why CBT will not accept this language. CBT claims its network is compliant with industry recommendations, but refuses to include this language. Although, regarding other issues, CBT has claimed "industry recommendations" justify its refusal to adopt Intrado Comm's proposals. CBT apparently thinks it should have it both ways.

Issue 6: 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?

Q: WHAT RATES FOR CBT SERVICES SHOULD APPEAR IN THE AGREEMENT AND WHAT ARE THE APPROPRIATE RATES?

A: As recognized by the Commission, Intrado Comm is entitled to all rights under Section 251, including the right to obtain interconnection facilities and unbundled network elements ("UNEs") at cost-based rates established pursuant to the process set forth in Sections 251 and 252 of the Act. Intrado Comm's interconnection agreement with CBT should include a pricing appendix that sets forth the prices to be charged by CBT for services, functions and facilities to be purchased in connection with the Parties' interconnection arrangements in Ohio.

Q: WHAT RATES FOR INTRADO COMM SERVICES SHOULD APPEAR IN THE ICA AND WHAT ARE THE APPROPRIATE RATES?

A: Intrado Comm has proposed rates to govern CBT's interconnection to Intrado Comm's Intelligent Emergency Network®, such as port termination charges. A copy of Intrado Comm's proposed rates is attached as TH Exhibit No. 11.

Q: WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO THIS ISSUE?

A: CBT claims that Intrado Comm cannot charge it for interconnection trunk ports because CBT does not impose similar charges on interconnecting parties. However, CBT has a $0.12 per end user line charge in the pricing appendix to the interconnection agreement. It appears that this charge allows CBT to recover its costs. CBT should not be allowed to recover its costs and deny Intrado Comm the same ability.

Q: WHY IS AN END USER CHARGE INCLUDED IN THE PARTIES' INTERCONNECTION AGREEMENT?

A: It is unclear. CBT claims that Intrado Comm would be required to collect this charge from its end user customers and remit it to CBT when CBT is the 911/E911 service provider. This charge allows CBT to recover its costs of providing 911/E911 services. There should be no end user charges in an interconnection agreement. Such charges belong in carrier tariffs.

Q: DOES CBT CHARGE FOR INTERCONNECTION TRUNKS?

A: Yes. CBT's proposed language at Section 3.8.2 indicates that it charges for trunking to the CBT selective router when CBT is the 911/E911 service provider.

Q: IS IT POSSIBLE THAT PORT CHARGES ARE INCLUDED IN CBT'S TRUNKING CHARGES?

A: Yes, it is possible that CBT's trunking charges include port charges.

Q: IF CBT IS ABLE TO RECOVER ITS COSTS, SHOULDN'T INTRADO COMM BE ABLE TO DO THE SAME?

A: Yes. If CBT is able to recover its costs, Intrado Comm should also be able to recover its costs. Intrado Comm should not be penalized simply because its port charges are separately stated and CBT's are not.

SECTION IV - CONCLUSION

Q: DO YOU HAVE ANY CONCLUSORY REMARKS?

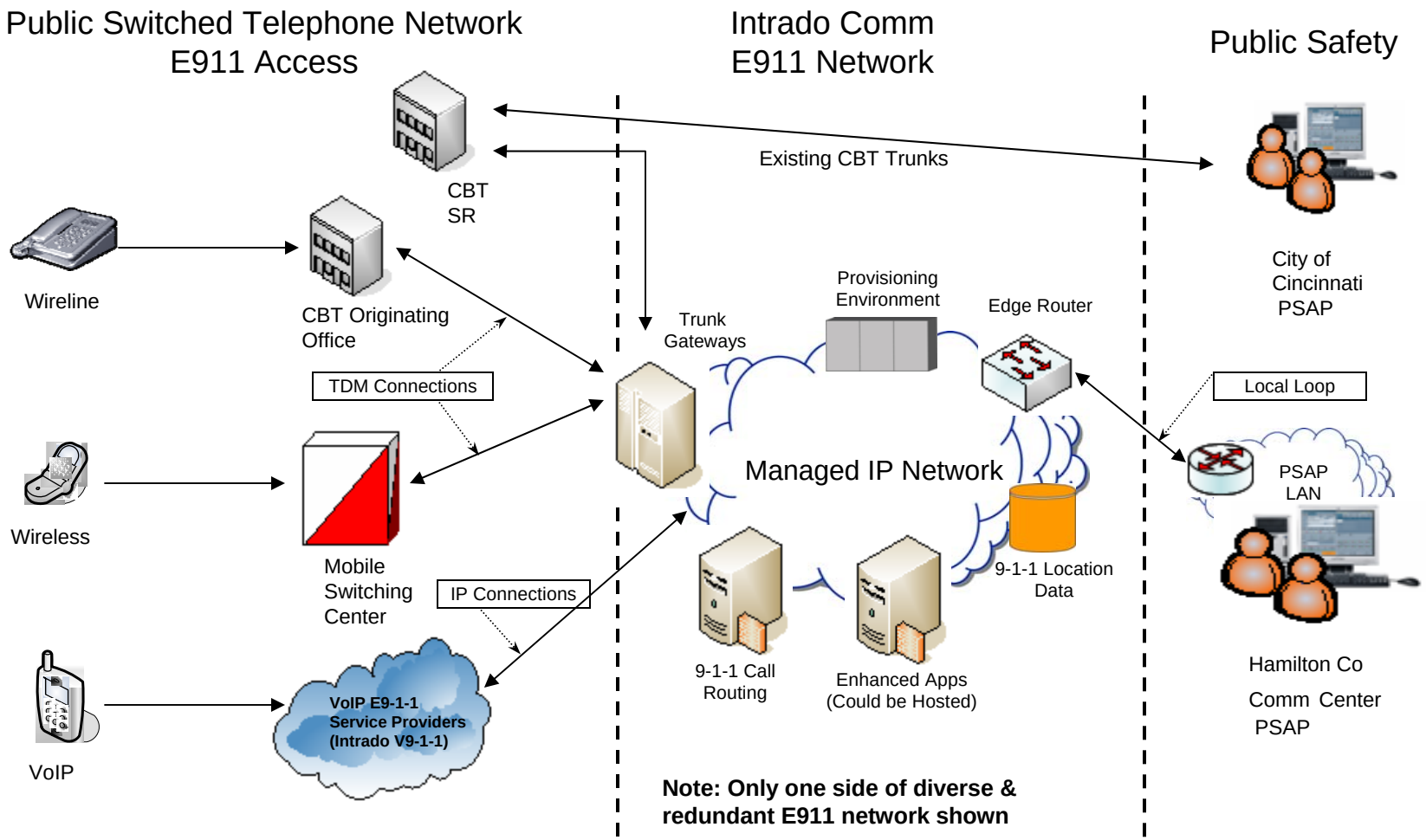
A: Yes. Adoption of Intrado Comm's proposals will ensure Intrado Comm obtains the interconnection it needs to provide critical 911/E911 services to Ohio counties and PSAPs. Each of Intrado Comm's proposed arrangements is consistent with industry recommendations and results in an efficient, reliable, redundant, and diverse 911/E911 network for the benefit of Ohio public safety agencies.

Q: DOES THIS COMPLETE YOUR TESTIMONY?

A: Yes.

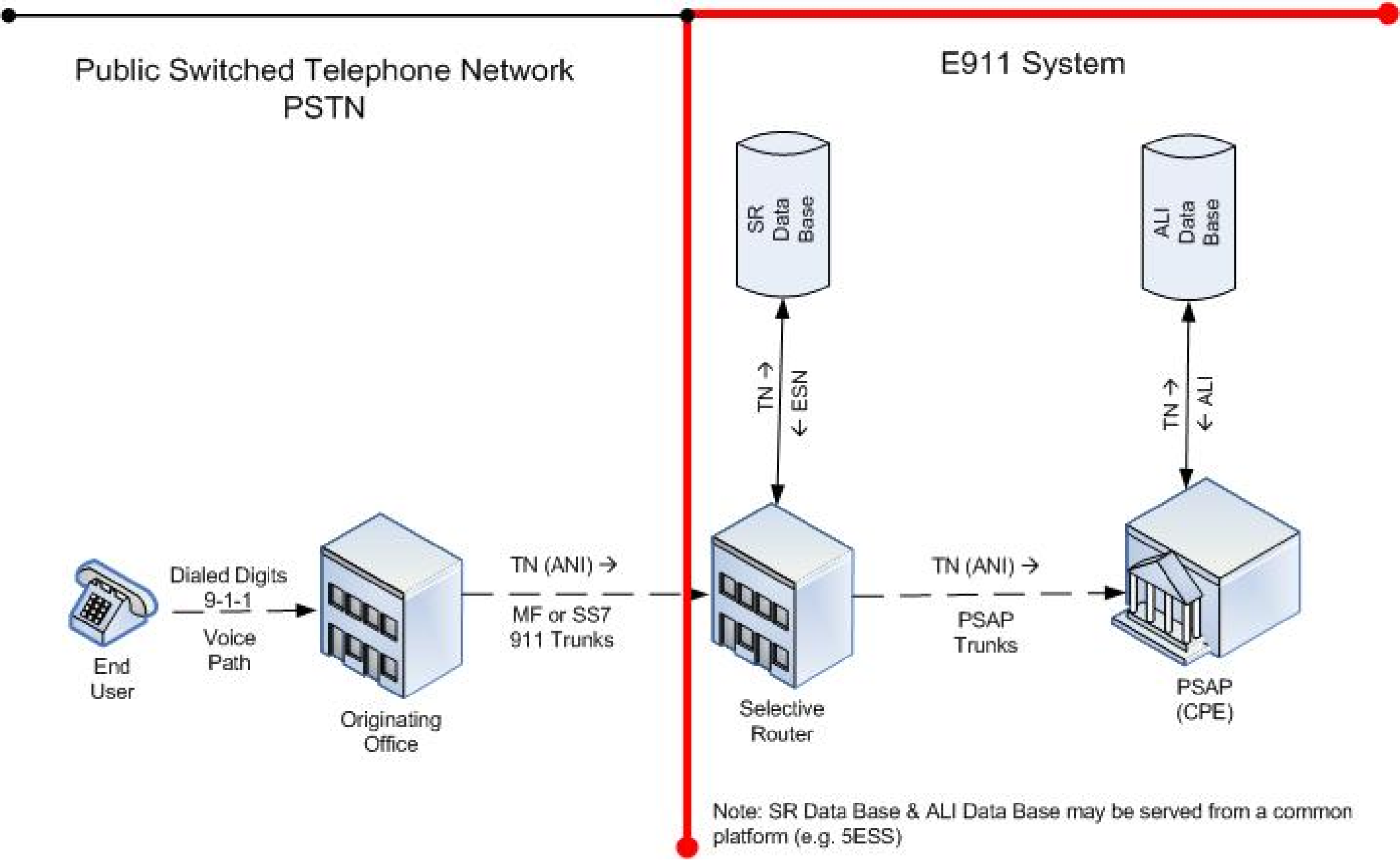
TH Exhibit No. 1

Intelligent Emergency Network®



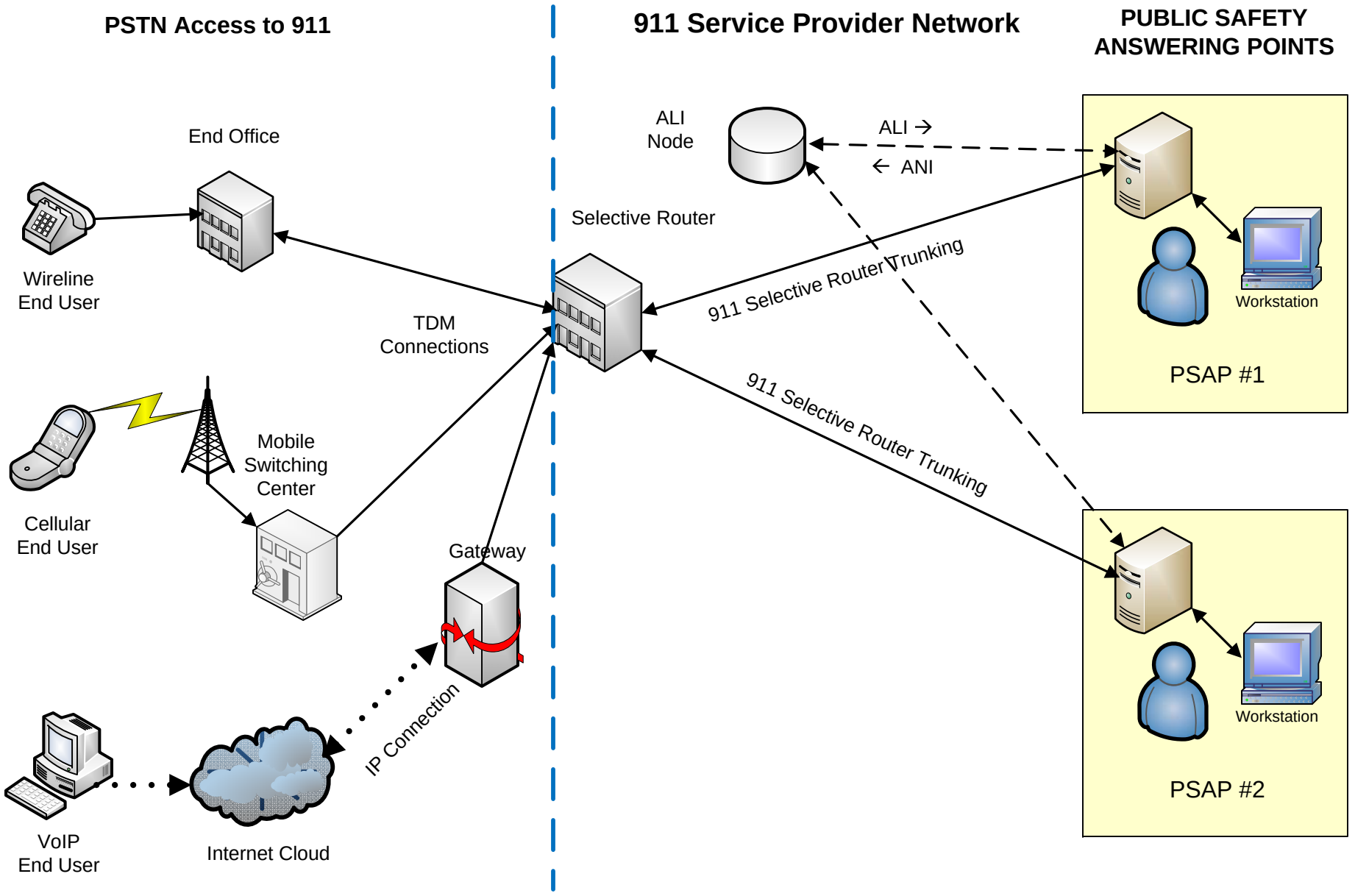
TH Exhibit No. 2

Typical Components of an E911 System



TH Exhibit No. 3

Typical Legacy 911 Environment



TH Exhibit No. 4

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for declaratory statement regarding local exchange telecommunications network emergency 911 service, by Intrado Communications Inc.	DOCKET NO. 080089-TP ORDER NO. PSC-08-0374-DS-TP ISSUED: June 4, 2008

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER DENYING AMENDED PETITION FOR DECLARATORY STATEMENT

BY THE COMMISSION:

Background

On February 8, 2008, pursuant to section 120.565, Florida Statutes (F.S.), and Rule 28-105.002, Florida Administrative Code (F.A.C.), Intrado Communications Inc. (Intrado) filed a Petition for Declaratory Statement seeking a declaration that 1) an incumbent local exchange telecommunications carrier (ILEC) may not charge Intrado and/or a 911 Public Safety Answering Point (PSAP) (usually the county sheriff's office, city police department, fire department, or other local government entity charged with answering 911 calls) for any tariffed 911 local exchange telecommunications network services previously provided to the PSAP unless Intrado or the customer specifically orders such services; 2) the ILEC may not charge Intrado and/or the PSAP for any terminated 911 services through new tariffed or non-tariffed rates; and 3) the ILEC may not bundle its services in such a manner as to require Intrado and/or the PSAP to pay for any terminated 911 services or otherwise for any 911 services not actually requested or consumed. Notice of the Petition was published in the March 7, 2008 edition of the Florida Administrative Weekly (FAW).

BellSouth Telecommunications Inc. d/b/a AT&T Florida (AT&T) filed a Petition for Leave to Intervene on February 22, 2008, to which Intrado responded on February 29, 2008. On March 7, 2008, AT&T filed a Motion to Dismiss and Response to the Petition, to which Intrado responded on March 14, 2008. Verizon Florida LLC (Verizon) filed a Petition for Leave to Intervene on February 27, 2008, to which Intrado responded on March 5, 2008. On March 12, 2008, Verizon filed a Response in Opposition to Intrado's Response, and on March 14, 2008, Verizon filed a Motion to Dismiss and Response to the Petition, to which Intrado responded on March 19, 2008.

On March 14, 2008, Intrado filed a Motion for Leave to Amend its Petition and an Amended Petition for Declaratory Statement, thereby restarting the 90-day statutory timeclock pursuant to section 120.565(3), F.S. AT&T pointed out in its Motion to Dismiss the Petition that Rule 28-105.001, F.A.C., provides that a declaratory statement is not the appropriate means for determining the conduct of another person. The Amended Petition restates the questions posed in the Petition so as to apply to the actions of Intrado and its customers (the PSAPs), rather than to the actions of the ILECs. AT&T filed a Motion to Dismiss and Response to the Amended Petition on March 25, 2008, to which Intrado responded on April 1, 2008. Verizon filed a Motion to Dismiss and Response to the Amended Petition on April 3, 2008, to which Intrado responded on April 8, 2008.

Embarq Florida, Inc. (Embarq) filed a Petition to Intervene and a Motion to Dismiss, or, in the Alternative, Deny the Petition and Amended Petition on March 21, 2008, to which Intrado responded on March 28, 2008. Windstream Florida, Inc. (Windstream) filed a Petition to Intervene on March 21, 2008, to which Intrado responded on March 28, 2008, and an Amended Petition to Intervene and Motion to Dismiss or, in the Alternative, Deny the Amended Petition on April 1, 2008.

We have jurisdiction pursuant to section 120.565, F.S.

Discussion

Intrado's Amended Petition seeks a declaration as to the appropriate application of certain of AT&T, Verizon, Embarq, and Windstream's tariffs as well as to a customer's rights and obligations pursuant to certain of those tariffs. This demonstrates that AT&T, Verizon, Embarq, and Windstream are substantially affected persons. Any substantially affected person can intervene in a declaratory statement proceeding before the agency.[1] Therefore, AT&T, Verizon, and Embarq's Petitions to Intervene and Windstream's Amended Petition to Intervene are granted.

In its responses to the Petitions and Amended Petition to Intervene, Intrado requests that we require any petition to intervene to comply with the Uniform Rules in Chapter 28, F.A.C., and that any such intervention be limited to a determination of the law to Intrado's particular circumstances as set forth in the Amended Petition for Declaratory Statement. The Petitions and Amended Petition to Intervene do so. The remaining arguments contained in Verizon's Response in Opposition to Intrado's Response to Verizon's Petition for Leave to Intervene are more fully set out in its Motion to Dismiss and Response to Intrado's Petition for Declaratory Statement, which is incorporated in its Motion to Dismiss and Response to Intrado's Amended Petition for Declaratory Statement. Those arguments are addressed below.

[1] Rule 28-105.0027, F.A.C.; Chiles v. Department of State, Div. of Elections, 711 So. 2d 151, 155 (Fla. 1st DCA 1997).

Section 120.565, F.S., governs the issuance of a declaratory statement by an agency. In pertinent part it provides that:

> (1) Any substantially affected person may seek a declaratory statement regarding an agency's opinion as to the applicability of a statutory provision, or of any rule or order of the agency, as it applies to the petitioner's particular set of circumstances.
>
> (2) The petition seeking a declaratory statement shall state with particularity the petitioner's set of circumstances and shall specify the statutory provision, rule or order that the petitioner believes may apply to the set of circumstances.

Rule 28-105.001, F.A.C., Purpose and Use of Declaratory Statement, provides that:

> [a] declaratory statement is a means for resolving a controversy or answering questions or doubts concerning the applicability of statutory provisions, rules, or orders over which the agency has authority. A petition for declaratory statement may be used to resolve questions or doubts as to how the statutes, rules, or orders may apply to the petitioner's particular circumstances. A declaratory statement is not the appropriate means for determining the conduct of another person.

I. Amended Petition

Intrado requests that we declare that: 1) Intrado and/or the PSAP is not required to pay for any tariffed ILEC 911 local exchange telecommunications network services previously provided to the PSAP unless Intrado or the customer specifically orders such services; 2) Intrado and/or the PSAP is not required to pay for any terminated ILEC 911 services through new tariffed or non-tariffed rates; and 3) Intrado and/or the PSAP is not required to pay for any ILEC bundled services in such a manner as to require Intrado and/or the PSAP to pay for any terminated 911 services or otherwise for any 911 services not actually requested or consumed.

Intrado states that it offers its E911 Intelligent Emergency Network local exchange telecommunications services and equipment to PSAPs as a competitive alternative to ILEC bundled offerings. In order to do so, Intrado must interconnect and exchange local exchange telecommunications traffic with ILECs. Intrado is currently negotiating with various ILECs for such interconnection services and traffic exchange, and has filed petitions for arbitration with this Commission to that end. The Intrado petitions for arbitration are being addressed in Docket Nos. 070736-TP (with AT&T), 070699-TP (with Embarq), and 080134-TP (with Verizon). Intrado states that it is not seeking to relitigate or collaterally address the substance of those arbitration proceedings in this declaratory statement, but to answer an entirely independent question of whether an ILEC may charge Intrado or a PSAP for 911 services when the PSAP has ceased to be a customer of the ILEC's 911 services and has selected Intrado to be the PSAP's provider of 911 services.

Intrado further states that if a PSAP selects Intrado to provide the 911 services, neither Intrado nor the PSAP will be a customer or subscriber of the applicable ILEC's 911 services, and that the selection of Intrado's E911 services is independent of, and has no relationship to, any terminal or other equipment on the PSAP's side that is provided by the ILEC. Nevertheless, one PSAP abruptly terminated negotiations with Intrado because of the uncertainty as to whether the PSAP would continue to be charged, directly or indirectly through Intrado, the ILEC's 911 tariff charges or new charges, thus making Intrado's service offering uncompetitive.

According to Intrado, although it may seem intuitively obvious that once a customer terminates its service with an ILEC neither that end user nor the successive carrier selected by the end user can or should be charged after the effective termination dates, the applicable statutes, rules, orders, and tariffs do not directly or completely address this post-termination status. AT&T's tariff at least recognizes that it may not always be the 911 provider to the PSAP by providing that "[s]ervice may be terminated at any time upon reasonable notice from the subscriber to the Company," but when an order for 911 service is cancelled in whole or in part, the subscriber must reimburse AT&T for expenses incurred before notice of cancellation is received.[2]

Intrado states that the application of tariff charges to services that have been terminated and which are provided competitively discriminates against competitive providers and is unlawful under section 364.01, F.S. Moreover, to the extent the ILECs continue to charge for terminated services, the resultant rates are not fair, just, or reasonable in violation of Florida and federal law. Intrado is substantially affected by the current regulatory uncertainty regarding the potential application of ILEC 911 tariff charges, untariffed charges, or unfairly unbundled charges to Intrado and/or the PSAPs.

The statutes, rules or orders on which the declaratory statement is sought include certain General Subscriber Services Tariffs of Windstream and AT&T, certain General Exchange Tariffs of Embarq and Verizon, sections 364.01(4)(g), 364.162 and 364.03, F.S., and Chapter 25-9, F.A.C.

II. Motions to Dismiss and Responses

In their Motions to Dismiss and Responses to the Amended Petition, AT&T and Verizon state that Intrado's Amended Petition should be dismissed and/or denied for all of the reasons set forth in their Motions to Dismiss and Responses to the original Petition, and incorporate by reference their first Responses in their second Responses. Verizon further states that it agrees with and adopts the arguments made by AT&T, and files its Response to highlight additional points that may be helpful to us. AT&T and Verizon's arguments, along with the arguments of Embarq, are discussed below by topic.

[2] AT&T's General Subscriber Service Tariff, Section A24.1.2.Q, Original Page 4.

Windstream states that it is not now in an arbitration proceeding with Intrado before this Commission, but that it has been contacted by Intrado regarding an interconnection agreement and the time for filing a petition for arbitration has not passed. Windstream does not know whether Intrado will file a petition for arbitration. Windstream joins in, adopts and incorporates by reference the legal arguments and positions stated in AT&T, Verizon, and Embarq's filings, except for those arguments relating to pending arbitration proceedings between those ILECs and Intrado, which do not apply to Windstream.

A. Vagueness/Failure to Comply with Legal Requirements

1. AT&T

AT&T argues that the Petition should be dismissed because it is so vague as to both the operative facts and the law for which Intrado seeks a declaration that it would be impossible for us to properly issue a responsive declaratory statement. AT&T states that a petition seeking a declaratory judgment (or statement) can only be deemed sufficient if it contains allegations sufficient to establish, if proven, five separate elements, as follow: 1) there is a bona fide, actual, present practical need for the declaration; 2) the declaration should deal with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts; 3) some immunity, power, privilege or right of the complaining party is dependent upon the facts or the law applicable to the facts; 4) there is some person or persons who have, or reasonably may have an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law; and 5) the antagonistic and adverse interest are all before the court by proper process or class representation and the relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded from curiosity.[3] AT&T argues that Intrado's request fails to satisfy at least three of the five required elements. First, Intrado's vague recitation of facts suggested by an unidentified third party is insufficient to establish that there is a "bona fide, actual, present practical need for the declaration." Intrado's Amended Petition also fails to satisfy this element because it does not identify with specificity the portions of the referenced tariffs that might apply. Second, the vague allegations of the Amended Petition fail to meet the requirement that the declaration must deal with a "present, ascertained or ascertainable state of facts." Third, Intrado has failed to serve all the potentially affected ILECs and PSAPs, in contravention of the requirement that "the antagonistic and adverse interests are all before the [tribunal] by proper process or class representation."

AT&T further argues that Intrado has failed to comply with subsections 120.565(1) and (2), F.S., which require that a Petition seeking declaratory relief set forth the petitioner's circumstances with particularity, and that the petitioner specify the particular statutory provision, rule or order (or, in this case, tariff provision) about which a declaration is sought. Intrado

[3] City of Hollywood v. Florida Power & Light Co., 624 So. 2d 285, 286-87 (Fla. 4th DCA 1993) (citing May v. Holley, 59 So. 2d 636, 639 (Fla. 1952)).

requests that we interpret three statutes, one section of the F.A.C., and seven tariffs that relate to services provided by four ILECs. The AT&T tariffs alone have almost 50 pages of provisions, none of which Intrado specifically identifies as being potentially applicable. Adding these to the tariffs of the other ILECs, Intrado has placed before us hundreds of pages of tariffs without identifying any specific sections that it believes may or may not apply.

2. Verizon

Verizon argues that we should reject Intrado's position that we must take its version of the facts at face value. We should evaluate the facts as presented by the parties and apply our own judgment to ensure that we make a sound decision. Rule 28-105.003, F.A.C., provides that we "may rely on the statements of fact set out in the petition without taking any position with regard to the validity of the facts." The Rule does not provide that we must do so.

Verizon states that Intrado does not point to any interconnection agreements it has executed with ILECs, nor does it assert that it is providing E911 service to any Florida PSAPs. Moreover, Intrado does not allege that any ILEC has attempted to charge tariffed rates for 911 services it does not provide. Finally, Intrado lists several ILEC tariff sections, three statutory provisions and one administrative rule as to which it seeks a declaratory statement, but does not specify what language from these sources is at issue here, or how such language might be applied to the factual circumstances it describes. Verizon states that based on the allegations Intrado makes, and fails to make, its request should be dismissed or, alternatively, denied.

Verizon argues that the Petition fails to state in sufficient detail Intrado's particular set of circumstances as to which it seeks an opinion or to specify the tariff provisions it believes may apply to those circumstances. The petitioner bears the burden of identifying any statutory provisions, rules, or orders upon which the declaratory statement is sought.[4]

Verizon states that Intrado does not allege that it is uncertain about the interpretation of any of the tariffs or the statutory or administrative rule provisions that it cites, or that it intends to change its course of action depending on how we resolve the Petition. Rather, Intrado alleges that it is moving forward with efforts to obtain interconnection agreements with the ILECs and to negotiate E911 service agreements with PSAPs, and does not suggest that its plans hinge on how we will resolve this case. We have stated that "a basic requirement for a declaratory statement is that there is uncertainty on the part of the petitioner about a provision of [a] statute, rule or order of the agency, or that a declaratory statement will resolve a controversy." Moreover, "the

[4] Order No. PSC-06-0306-DS-TL, pp. 12-13, issued April 16, 2006, in Docket No. 060049-TL, In Re: Petition by Board of County Commissioners of Broward County for declaratory statement regarding applicability of BellSouth Telecommunications, Inc. tariff provisions to rent and relocation obligations associated with BellSouth switching equipment building ("Maxihut") located at Fort Lauderdale-Hollywood International Airport on property leased by BellSouth from Broward County's Aviation Department.

purpose of a declaratory statement is to resolve an ambiguity in the law, to enable the petitioner to select a proper course of action in advance, thus avoiding costly administrative litigation."[5] Intrado fails to meet this test.

Further, Verizon argues that we have held that "an entity seeking a declaratory statement must show that there is an 'actual, present and practical need for the declaration,' and that the declaration addresses a 'present controversy.'"[6] Intrado has failed to allege that it has an interconnection agreement in place that would enable it to offer E911 service, that it has installed facilities that would enable it to do so, that it currently provides E911 service to any PSAP in Florida, that it has an E911 services agreement with any PSAP in Florida, or that it or a PSAP has a current dispute with any ILEC concerning the ILEC's provision of 911 services. Rather than seeking to resolve a current controversy, Intrado is asking for an advisory opinion to address a hypothetical dispute that may arise in the future. A request for a declaratory statement is not allowed in this situation.

3. Embarq

Embarq argues that the Petition fails to comport with the essential requirements for declaratory statements set forth in section 120.565, F.S., and Rules 28-105.001 through 28-105.004, F.A.C. Similar to AT&T and Verizon, Embarq argues that Intrado's Petition fails to describe with particularity the circumstances that are the basis for its request for relief or to identify with specificity the statutes, rules or orders that support the relief it seeks.

B. Continued Provision of Compensable 911 Service by ILECs

1. AT&T

AT&T argues that Intrado's request is based on the false premise that if Intrado provides service to a PSAP, then the PSAP would under no circumstances require further service from the ILEC. AT&T describes numerous situations in which the ILEC's services would continue to be required by the PSAP, and the ILEC should be paid for the services it provides. AT&T states that Intrado has so insufficiently described the situation in question that AT&T cannot comment as to whether any portion of its tariffs might apply in these particular circumstances. AT&T agrees that a provider should not charge for services that it does not render. However, Intrado relies on the false premise that once a PSAP purchases services from Intrado, it necessarily ceases to use ILEC services in every instance.

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[5] Order No. PSC-02-1459-DS-EC, p. 5, issued October 23, 2002, in Docket No. 020829-EC, In Re: Petition for declaratory statement concerning urgent need for electrical substation in North Key Largo by Florida Keys Electric Cooperative Association, Inc., pursuant to section 366.04, Florida Statutes (Florida Keys).

[6] Order No. PSC-04-0063-FOF-EU at p. 9, issued January 22, 2004, in Docket No. 031017, In Re: Request for declaratory statement by Tampa Electric Company regarding territorial dispute with City of Bartow in Polk County (quoting Sutton v. DEP, 654 So. 2d 1047, 1048 (Fla. 5th DCA 1995)).

AT&T states that for example, a 911 call cannot exist without an end user who originates the call. This end user is the customer of the ILEC. Given this, 911 service will not function without the ILEC delivering the Automatic Number Identification (ANI) digits to the PSAP for the database correlation between the telephone number and the location of the end user which is required to dispatch a first responder. Intrado cannot provide this function and there are no facts alleged in the Amended Petition from which we could conclude otherwise. When an ILEC performs the ANI functionalities to deliver the ANI to the PSAP, the ILEC is entitled to charge for this service. Also, if a PSAP selects Intrado's 911 service, there will be times when it is necessary for the ILEC to perform a Selective Router (SR) function to direct the call to the correct PSAP based on the street address of the end user. If the ILEC is performing the SR functionalities required to steer 911 calls to the correct PSAP, then a SR charge should apply. On pages 11-13 of its first Response, AT&T further describes four scenarios in which a PSAP could choose to purchase services from Intrado but would also require services from AT&T for which AT&T should be paid.

2. Verizon

Verizon argues that the Petition rests on the conclusory allegation that once a PSAP selects Intrado to provide E911 service, the ILEC is not providing tariffed 911 services to either the PSAP or Intrado. Intrado does not describe the network architecture it intends to use, how it intends to interconnect and exchange traffic with the ILECs, what E911 services it would provide, what 911 services ILECs would need to provide when Intrado serves a PSAP, or how the ILECs would be compensated for those services. According to Verizon, without this information, it is impossible to judge the extent to which Intrado's services would displace those of the ILECs and thus whether the declaratory statement requested could be factually or legally correct.

Verizon further states that AT&T demonstrates that ILECs inevitably will provide some 911 services after a PSAP elects to receive E911 services from an alternative provider such as Intrado. In Verizon's case, such services could include, for example, dedicated transport (with ANI transmission capability), selective routing, and database management services. Because Intrado has not described a specific set of circumstances, Verizon does not know exactly which services Intrado or the PSAP may still be using from Verizon's tariffs. Verizon argues that it will clearly still provide some services and when it does, it will be entitled to be compensated for them.

3. Embarq

Embarq argues that even if the Commission were to determine that Intrado's Petition were procedurally sufficient, it should be denied on the merits because it ignores the reality that Embarq continues to provide compensable 911 services even when another provider serves as the primary 911 provider to a PSAP.

In addition, Embarq argues that the relief sought by Intrado is contrary to established industry practice and Embarq's lawful tariffs. According to Embarq, AT&T has accurately captured the various scenarios that can occur and that may necessitate charges to the primary 911 provider (*i.e.,* Intrado) or the PSAP for services rendered by Embarq, even when Embarq is not the primary 911 provider for a PSAP. Embarq provides a specific example of when it is not the primary 911 provider, but still provides compensable services to the PSAP. In Leon County, the County has its own selective 911 router, and Embarq provides direct trunks to those end offices that do not overlap with the County. The end offices that overlap go to Embarq's 911 selective router first. Then, if a call is for the County, it is sent via a dedicated trunk group. The County pays Embarq $93 per 1000 ANI/ALI queries Embarq provides for its end user customers and $40 per 1000 for selective routing performed by Embarq in the overlapping areas, in accordance with Embarq's 911 tariffs.

C. Issues May Be Addressed In Pending Arbitration Proceedings

1. Verizon

Verizon states that Intrado seeks a declaratory statement that would address matters it has raised in the arbitration petition it filed against Verizon. That arbitration petition states that the parties dispute the rates that Verizon may charge for its 911 and E911 services, and notes Intrado's objection to being required to pay tariffed rates for those services.[7] Verizon argues that we have ruled that "[a] declaratory statement should not be issued where another proceeding is pending that addresses the same question or subject matter."[8]

2. Embarq

Similarly, Embarq argues that established case law and prior Commission decisions have held that a declaratory statement is not appropriate when the issues that are the subject of the request are being considered in other court or administrative proceedings.[9] Intrado's request for a declaration regarding its obligation to pay Embarq for certain 911 services raises issues that are in dispute in the proceedings initiated by Intrado to arbitrate an interconnection agreement between Intrado and Embarq.[10] Specifically, the proposed issues to be resolved in that docket include issues related to the specific terms and conditions applicable to inter-selective router trunking, PSAP-to-PSAP call transfer with automatic location identification (ALI), access to 911/E911 data bases, and appropriate rates under the interconnection agreement.

D. The Petition Improperly Seeks to Determine the Conduct of Third Parties

1. AT&T

AT&T argues that in its Amended Petition, Intrado continues to make an improper request in that it asks us to find that PSAPs, third parties not involved in the case that have not filed a petition for declaratory relief, do not have to make payment for tariffed ILEC 911 services, that the PSAP is not required to pay for terminated ILEC 911 services, and that the PSAP is not required to pay for any bundled ILEC services in such a manner as to require the

[7] Petition for Arbitration at 64-65, filed March 5, 2008, in Docket No. 080134-TP, In Re: Petition by Intrado Communications, Inc. for arbitration to establish an interconnection agreement with Verizon Florida LLC, pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.

[8] Florida Keys, supra, note 5, at page 6.

[9] Gopman v. DOE, 908 So. 2d 1118, 1123 (Fla. 1st DCA 2005); Florida Keys, supra, note 5, at pages 4, 6 and 9.

[10] Docket No. 070699-TP, In Re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc., pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.

PSAP to pay for any terminated 911 services. Intrado's request regarding PSAPs should be denied as improper because it does not conform to Rule 28-105.001, F.A.C., in that it asks us to state that PSAPs in Florida are not required to pay ILECs for certain tariffed services.

2. Verizon

Verizon similarly argues that by seeking an interpretation of the ILEC's tariffs, Intrado is asking for a determination of the terms and conditions of the existing contractual arrangements between the ILECs and PSAPs and the prospective contractual arrangement between the ILECs and Intrado. Verizon points out that Rule 28-105.001, F.A.C., provides that "[a] declaratory statement is not the appropriate means for determining the conduct of another person." Verizon argues that Intrado violates that requirement by requesting a declaratory statement concerning the amounts ILECs may charge, and that PSAPs may be required to pay, under the ILECs' tariffs. Intrado thus inappropriately asks for our opinion on the legal rights of two sets of third parties between each other.

3. Embarq

Embarq also argues that Intrado requests us to determine the conduct of other persons, contrary to the governing rules and despite its attempt to mask this deficiency in its Amended Petition. To provide the relief Intrado has requested, we must first determine that Embarq and other ILECs' charges have been or will be applied improperly. That determination amounts to determining the conduct of another person, exactly what is prohibited by Rule 28-105.001, F.A.C. If Intrado believes that Embarq or any other ILEC is violating the law or its tariffs, or is engaging in anticompetitive behavior in violation of applicable law or rules, the proper procedural forum to pursue these claims is a complaint under Rule 25-22.0036, F.A.C., or a Petition under Rule 28-106.201, F.A.C.

Moreover, Embarq states that in addition to requesting that we declare that ILECs may not impose certain charges on Intrado, Intrado asks us to declare that ILECs may not impose certain charges on PSAPs. Embarq argues that Intrado has no authority to assert the interests of its customers (*i.e.,* the PSAPs), whether actual or potential. Intrado seeks relief on behalf of PSAPs that it has no standing to request.

III. Intrado's Responses to Motions to Dismiss and Responses

Intrado's Responses to AT&T and Verizon's Motions to Dismiss and Responses are virtually the same. They are summarized below by topic, along with Intrado's Response to Embarq's Motion to Dismiss or Deny Petition and Amended Petition.

A. Compliance with Legal Requirements

Intrado argues that AT&T has moved for dismissal of the Petition primarily on the basis that it does not meet standards applicable to judicial declaratory judgments. Declaratory statements and declaratory judgments are not the same and are not to be measured by the same standards. "Declaratory statements are generally based upon conduct that has not occurred and are for avoiding litigation, while declaratory judgments adjudicate rights and obligations based upon present, ascertainable, nonhypothetical facts."[11] A declaratory statement under section 120.565, F.S., is intended to be far more widely available to determine the legality of actions before they occur than a declaratory judgment.[12]

Moreover, Intrado attaches two letters from the Martin County and Charlotte County Sheriff's Offices as E911 administrators, to support that there is a genuine question as to the legal obligations of Intrado and the PSAPs once ILEC service has been terminated. The language of the letters are identical to one another and urge us to find that an ILEC may not charge Intrado and/or the PSAP for any ILEC 911 tariff charges, untariffed charges, or bundled charges for terminated 911 services. According to Intrado, the fact that these Counties have been awarded grants by the State 911 Board so that they can purchase Intrado's network services and terminate the ILEC tariff services further demonstrates the present necessity for an answer to the legal questions presented by Intrado and show that Intrado's concerns are not speculative.

Regarding whether Intrado improperly failed to serve its Petition on other substantially affected persons, Intrado argues that section 120.565(3), F.S., and Rule 28-105.0024, F.A.C., require the agency to file a notice in the FAW containing information sufficient to place interested persons on notice and that we filed the notice as required. There is no requirement in statute or rule that a petitioner serve anyone other than the agency.

Further, Intrado argues that Rule 28-105.0027, F.A.C., does not authorize the filing of a "responsive pleading," but only allows a substantially affected person to file a petition to intervene. Section 120.565, F.S., provides that a declaratory statement is to be an agency's opinion of the law "as it applies to the petitioner's particular set of circumstances," and Rule 28-105.003, F.A.C., provides that "the agency may rely on the statements of fact set out in the petition without taking any position with regard to the validity of the facts." Thus, according to Intrado, the intervenors' role is limited to arguing the law as applied to the facts presented by Intrado or as developed pursuant to a request by this Commission.

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[11] Sidney F. Ansbacher and Robert C. Downie, II, The Evolution of Declaratory Statements, 77 Florida Bar Journal No. 10 (Nov. 2003).

[12] Intrado cites to DBPR, Div. of Pari-mutuel Wagering v. Investment Corp. of Palm Beach, 747 So. 2d 374 (Fla. 1999), and to Chiles v. Department of State, Div. of Elections (supra, note 1, at pages 154-155) (finding that the 1996 amendments to Chapter 120, F.S., make it clear that there is no longer a requirement that the issue apply only to the petitioner and that the purpose of a declaratory statement is to address the applicability of a statutory provision or an order or rule of the agency in particular circumstances), among other authorities concerning the scope of a declaratory statement.

B. Continued Provision of Compensable 911 Service by ILECs

Intrado argues that it included all the facts necessary for us to determine whether Intrado or its customers must continue to pay ILEC tariff charges after the customer has transferred service to Intrado. If we determine that further facts are necessary in order for us to enter a declaratory statement, we could request those facts from Intrado or hold a hearing to determine them.[13]

With respect to Embarq's example of how it will continue to provide compensable 911 service after the customer has transferred service to Intrado, Intrado argues that Embarq's reliance on its role as a vendor to Leon County is misplaced because the operational situation when Intrado is serving as the CLEC 911 provider will be entirely different. Neither Leon County nor its equipment vendor are CLECs, and the situation described does not involve an interconnection agreement. Moreover, Embarq appears to be providing network services, and any services purchased are done so at the request of Leon County.

C. Pending Arbitration Proceedings

In its Response to Embarq's Motion, Intrado argues that the issues involved in the arbitration are not those for which a declaratory statement is sought. The issues to be addressed by the declaratory statement are whether Intrado or its customers must pay additional charges not covered under the interconnection agreement, which additional charges serve to stifle competition by increasing the net cost of E911 service to the customer and concentrate the market in the hands of the ILECs.

D. Determination of Third Party Conduct

Intrado argues that the notice required by Rule 28-105, F.A.C., is an explicit recognition that a declaratory statement may affect others.[14] The notice, as described by the First District Court of Appeal (First DCA), "accounts for the possibility that a declaratory statement may, in a practical sense, affect the rights of other parties."[15] The Supreme Court, citing the First DCA's opinion with approval, has found that "the procedural safeguards inherent in a petition for declaratory statement are sufficient to protect the rights of any other concerned parties."[16]

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[13] Adventist Health System/Sunbelt, Inc. v. AHCA, 955 So. 2d 1173, 1176 (Fla. 1st DCA 2007).

[14] Rule 28-105.0024, F.A.C., requires the agency to file a notice of the Petition for Declaratory Statement in the next available F.A.W.

[15] Chiles v. Department of State, Division of Elections (supra, note 1, at page 155).

[16] DBPR, Div. of Pari-mutuel Wagering v. Investment Corp. of Palm Beach (supra, note 12).

Intrado argues that therefore, the ILECs' argument that the Petition should be dismissed because it requests us to determine the conduct of other persons is unfounded.

IV. Analysis and Ruling

Regarding AT&T's argument that Intrado improperly failed to serve its Petition on other substantially affected persons, Intrado argues that section 120.565(3), F.S., and Rule 28-105.0024, F.A.C., require the agency to file a notice in the FAW containing information sufficient to place interested persons on notice and that we filed the notice as required. We agree with Intrado on this point. There is no requirement in statute or rule that a petition for declaratory statement be served on anyone other than the agency.

We disagree with Intrado's argument that Rule 28-105.0027, F.A.C., does not authorize the filing of a "responsive pleading," but only allows a substantially affected person to file a petition to intervene. Rule 28-105.0027, F.A.C., provides that intervention shall be allowed of persons meeting the intervention requirements of Rule 28-106.205, F.A.C. Rule 28-106.205, F.A.C., provides that petitions to intervene must demonstrate that the intervenor's substantial interests will be affected by the proceeding, or that the intervenor has a legal right to participate in the proceeding. There would be no point to intervention if not for the intervenor to participate in the proceeding in some fashion. We routinely consider the arguments of intervenors in declaratory statement proceedings.[17]

We find it appropriate to deny Intrado's Amended Petition for Declaratory Relief on the merits for all of the following reasons, any one of which, standing alone, provides sufficient grounds to deny the Petition.

A. Vagueness/Failure to Comply with Legal Requirements

Section 120.565(2), F.S., requires that "[t]he petition seeking a declaratory statement shall state with particularity the petitioner's set of circumstances and shall specify the statutory provision, rule, or order that the petitioner believes may apply to the set of circumstances." Accordingly, Rule 28-105.002(4), F.A.C., requires that a petition seeking a declaratory statement shall provide "[t]he statutory provision(s), agency rule(s), or agency order(s) on which the declaratory statement is sought," and Rule 28-105.002(5), F.A.C., requires "[a] description of how the statutes, rules, or orders may substantially affect the petitioner in the petitioner's particular set of circumstances."

[17] See, e.g., Order No. PSC-03-1063-DS-TP at pp. 7-12, issued September 23, 2003, in Docket Nos. 030346-TP and 030413-TP, In Re: Petition for declaratory statement that NPCR, Inc. d/b/a Nextel Partners, commercial mobile radio service provider in Florida, is not subject to jurisdiction of Florida Public Service Commission for purposes of designation as "eligible telecommunications carrier."; In re: Petition for declaratory statement that ALLTEL Communications, Inc., commercial mobile radio service provider in Florida, is not subject to jurisdiction of Florida Public Service Commission for purposes of designation as "eligible telecommunications carrier."

The Petition fails to describe with particularity the circumstances that are the basis for Intrado's request for relief. Intrado has provided speculative allegations of circumstances that may have occurred or may some day occur and that might result in certain actions by an ILEC that might impact Intrado or unspecified PSAPs. As set forth in Embarq's Motion, Florida courts have rejected these types of general and speculative allegations to support a petition for a declaratory statement by an administrative agency.

Moreover, in addition to sections 364.01(4)(g), 364.162, 364.03, F.S., and Chapter 25-9, F.A.C., in its entirety, Intrado states that the statutes, rules or orders on which the declaratory statement is sought include Windstream's General Subscriber Services Tariff Sections 1 and 24, AT&T's General Subscriber Service Tariff Sections A1 and A24, Embarq's General Exchange Tariff Sections A1 and A10, and Verizon's General Service Tariff Section A24. As AT&T points out, the AT&T tariffs alone have almost 50 pages of provisions, none of which Intrado specifically identifies as being potentially applicable. Adding these to the tariffs of the other ILECs, Intrado has placed before us hundreds of pages of tariffs without identifying any specific sections that it believes may or may not apply to its particular set of circumstances.

B. Continued Provision of Compensable 911 Service by ILECs

Rule 28-105.003, F.A.C., provides that we "may rely on the statements of fact set out in the petition without taking any position with regard to the validity of the facts." As Verizon points out, the Rule does not provide that we must do so. In consideration of the alternative facts presented by intervenors, we decline to rely on Intrado's statements of fact in this case.

Intrado either assumes that once it becomes the primary E911 provider to a PSAP, all ILEC 911 services to that PSAP will necessarily cease or it fails to consider the possibility that the ILECs may have to continue to provide certain ancillary 911 services to Intrado or to the PSAP in order for Intrado's primary E911 service to properly function, for which the ILECs are entitled to compensation pursuant to their tariffs. AT&T provided four examples of when it would arguably have to continue to provide compensable 911 service to PSAPs when Intrado is the primary E911 provider. Intrado's Response to AT&T's Motion to Dismiss and Response is silent with regard to that assertion.

If Intrado's intention is to request a declaration that the ILECs may not charge for any ancillary 911 services that they do not and need not provide in conjunction with Intrado's E911 service in order for Intrado's E911 service to properly function, such a declaration is unnecessary. The law is clear that telecommunications companies may not charge for services they do not provide. Section 364.604(2) provides that "[a] customer shall not be liable for any charges for telecommunications or information services that the customer did not order or that were not provided to the customer."

C. Issues May Be Addressed In Pending Arbitration Proceedings

Verizon and Embarq argue that Intrado's Petition concerns issues that are being litigated in other Commission dockets. Docket No. 080134-TP involves Intrado's petition for arbitration to establish an interconnection agreement with Verizon. By Order No. PSC-08-0236-PCO-TP, issued April 11, 2008, in that docket, Intrado and Verizon's agreement to stay the arbitration for 60 days was approved. Therefore, no hearing has as yet been scheduled in that docket. Docket No. 070699-TP involves Intrado's Petition for Arbitration of its interconnection agreement with Embarq. The hearing in that docket has been set for July 9, 2008. Docket No. 070736-TP involves Intrado's Petition for Arbitration of its interconnection agreement with AT&T. The hearing in that docket has been set for July 10, 2008. The proposed issues to be resolved in all three of those dockets include issues related to the specific terms and conditions applicable to inter-selective router trunking, PSAP-to-PSAP call transfer with ALI, access to 911/E911 data bases, and appropriate rates under the interconnection agreements at issue.

Direct testimony was prefiled on April 21, 2008, in Docket Nos. 070699-TP and 070736-TP. Along with direct testimony filed in both dockets, Intrado witness Carey F. Spence-Lenss attached a copy of the Amended Petition at issue here as Exhibit CSL-6 and copies of letters from various PSAPs supporting the Amended Petition as Exhibit CSL-5. In direct testimony filed in both dockets, Intrado witness Thomas W. Hicks discusses the Amended Petition generally. Embarq witness James M. Maples discusses the Amended Petition on pages 7, 47, 60 and 75 of his direct testimony filed in Docket No. 070699-TP. AT&T's witnesses also discuss the Amended Petition in direct testimony filed in Docket No. 070736-TP. Witness Mark Neinast discusses the Petition on page 17 of his testimony and witness Patricia H. Pellerin discusses the Petition on pages 7 and 9 of her testimony.

Intrado argues that if we determine that further facts are necessary in order for us to enter a declaratory statement in this docket, we could request those facts or hold a hearing to determine them. However, it is unnecessary to conduct a hearing in this docket when the controverted facts presented here may be determined through the hearings to be held in the arbitration dockets. More importantly for our consideration here, established case law and prior Commission decisions have held that a declaratory statement is not appropriate when another proceeding is pending that addresses the same question or subject matter.[18]

D. The Petition Improperly Seeks to Determine the Conduct of Third Parties

The intervenors argue that Intrado asks us to determine the conduct of third parties, contrary to Rule 28-105.001, F.A.C. Rule 28-105.001, F.A.C., provides that "[a] declaratory statement is not the appropriate means for determining the conduct of another person." To

[18] Florida Keys, supra, note 5, at page 6 (citing Suntide Condominium Ass'n. v. Division of Land Sales, Condominiums and Mobile Homes, Dept. of Business Regulation, 504 So. 2d 1343 (Fla. 1st DCA 1987); Couch v. State, 377 So. 2d 32 (Fla. 1st DCA 1979); Novick v. DOH, Board of Medicine, 816 So. 2d 1237 (Fla. 5th DCA 2002); and Fox v. State Board of Osteopathic Medical Examiners, 395 So. 2d 192 (Fla. 1st DCA 1981)).

provide the requested relief, we must determine whether the ILECs' charges have been or will be applied improperly. Moreover, in addition to requesting us to declare that the ILECs may not impose certain charges on Intrado, Intrado asks us to declare that ILECs may not impose certain charges on PSAPs. As argued by Embarq, that determination amounts to determining the conduct of another person.

Intrado's reliance on Chiles v. Department of State, Division of Elections[19] is misplaced. In that case, the Court concluded that the petition for declaratory statement at issue was properly limited to a single candidate for statewide office (namely Commissioner Brogan), and that the statement was not rendered invalid merely because other candidates were in the same position. The Court found that "[t]he Division [of Elections] was authorized to reach the merits of the issues raised by the petition even though other statewide candidates might have also raised the same issue."[20] In the Petition at issue here, Intrado asks us to determine the conduct of the ILECs and certain PSAPs in addition to its own interests, which is prohibited by Rule 28-105.001, F.A.C.

Disputes determining the substantial interests of parties are typically handled through formal hearings held under sections 120.569 and 120.57, F.S. As Embarq argues, if Intrado believes that an ILEC is violating the law or its tariffs or is engaging in anticompetitive behavior in violation of applicable law or rules, the proper procedural forum to pursue such claims is a complaint under Rule 25-22.0036, F.A.C., or a formal hearing under Rule 28-106.201, F.A.C.

In view of the foregoing, it is

ORDERED by the Florida Public Service Commission that BellSouth Telecommunications Inc. d/b/a AT&T Florida, Verizon Florida LLC, and Embarq Florida, Inc.'s Petitions to Intervene and Windstream Florida, Inc.'s Amended Petition to Intervene are granted. It is further

ORDERED that Intrado Communications Inc.'s Amended Petition for Declaratory Statement is denied. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 4th day of June, 2008.

/s/ Ann Cole
ANN COLE

[19] Supra, note 1.

[20] Id.

Commission Clerk

This is an electronic transmission. A copy of the original signature is available from the Commission's website, www.floridapsc.com, or by faxing a request to the Office of Commission Clerk at 1-850-413-7118.

(S E A L)

RG

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

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

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

TH Exhibit No. 5

Network Reliability Council Focus Group IV

Essential Communications During Emergencies Team Report

Findings and Recommendations Pertaining to Emergency Service Network Reliability

January 12, 1996

Focus Group Leader: **M. Michael Foster**
GTE Telephone Operations

Focus Group Mentor: **Arthur Prest**
Cellular Telecommunications Industry Association

6. Essential Services Best Practice Recommendations

Best Practices are those countermeasures (but not the only countermeasures) that go furthest in eliminating the root causes of outages. *Network Reliability: A Report to the Nation* contained a total of 27 Best Practices pertaining to 9-1-1. All 27 original Best Practices have been rewritten and expanded to include alternate technologies where appropriate. These 27, and new best practices ES28 through ES33, being introduced by the ECOMM Team are categorized as follows. The ECOMM Team believes implementation of these practices will improve the reliability of the Public Switched Telephone Network (PSTN) and minimize the potential for interruption to vital emergency communications.

Category	New Best Practice No.	Former Best Practice No.
6.1 Defensive Measures for Interoffice Facilities...		
6.1.1 Diverse Interoffice Transport Facilities	ES01	112
6.1.2 Diverse Interoffice Transport Facilities with Standby Protection	ES02	113
6.1.3 Diverse Interoffice Transport Facilities Using DCS	ES03	114
6.1.4 Fiber Ring Topologies for 9-1-1 Circuits	ES04	115
6.1.5 Red-Tagged Diverse Equipment	ES05	125
6.2 Alternate Path when the Primary 9-1-1 Interoffice Facility Fails...		
6.2.1 Alternate PSAPs from the 9-1-1 Tandem Switch	ES06	118
6.2.2 Alternate PSAPs from the Serving End Office	ES07	119
6.2.3 PSTN as a Backup for 9-1-1 Dedicated Trunks	ES08	121
6.2.4 Wireless Network as Backup for 9-1-1 Dedicated Trunks	ES09	122
6.2.5 Intraoffice 9-1-1 Termination to Mobile PSAP	ES10	123
6.2.6 Backup PSAP in the LECs Serving Office	ES11	124
6.3 Defensive Measures for 9-1-1 Tandem Switches...		
6.3.1 Dual Active 9-1-1 Tandem Switches	ES12	116
6.3.2 Re-home to backup 9-1-1 Tandem Switch	ES13	117
6.3.3 Redundant Paired 9-1-1 Tandems	ES14	126
6.3.4 Multiple Diverse Tandem Switches with Diverse DCSs	ES15	127
6.3.5 TOPS as a 9-1-1 Tandem Backup	ES16	120

Table 6-1 NRC Essential Service Best Practices

Category	New Best	Former Best

	Practice No.	Practice No.
6.4 Reverse Trends toward Centralization	ES17	109
6.5 Local Loop Diversity	ES18	128
6.6 Network Management Center and Repair Priority	ES19	129
6.7 Diverse ALI Data Base Systems	ES20	130
6.8 Mass Call Management... 6.8.1 Move Mass Calling Stimulator away from 9-1-1 Tandem Switch 6.8.2 Pre-Planning for Mass Calling Events	 ES21 ES22	 131 132
6.9 Contingency Planning... 6.9.1 Contingency Plan Development 6.9.2 Contingency Plan Training 6.9.3 Public Education on Proper Use of Essential Communications	 ES23 ES24 ES25	 133 134 135
6.10 Improve Communications among Network Providers and PSAPs	ES26	111
6.11 Common Channel Signaling (CCS)	ES27	110
6.12 Critical Response Link Redundancy/Diversity	ES28	New
6.13 Media and Repair Link Redundancy/Diversity	ES29	New
6.14 Private Switch/Alternative LEC ALI	ES30	New
6.15 CMRS - Emergency Calling	ES31	New
6.16 Cable Television Services	ES32	New
6.17 Outage Reporting	ES33	New

Table 6-1 NRC Essential Service Best Practices

Some of the best practices are alternate solutions for improving network reliability, and implementation of one practice may negate the need to implement another. For example, if one

were to implement Best Practice ES03, it would not be necessary to implement Best Practice ES01 since the concept of facility route diversity is achieved in both practices.

6.1 Defensive Measures for Interoffice Facilities

Best Practices ES01 through ES05 describe practices that promote safeguarding of network facility paths between the callers end office and the PSAP.

6.1. Best Practice ES01 Diverse Interoffice Transport Facilities

When all 9-1-1 circuits are carried over a common interoffice facility route, the PSAP has increased exposure to possible service interruptions related to a single point of failure (e.g., cable cut). The ECOMM Team recommends diversification of 9-1-1 circuits over multiple, diverse interoffice facilities.

Diversification may be attained by placing half of the essential communication circuits on one facility route, and the other half over another geographically diverse facility route (i.e., separate facility routes). Many LECs deploy diverse interoffice facility strategies when diverse facilities are already available. (See Figure 6-1)

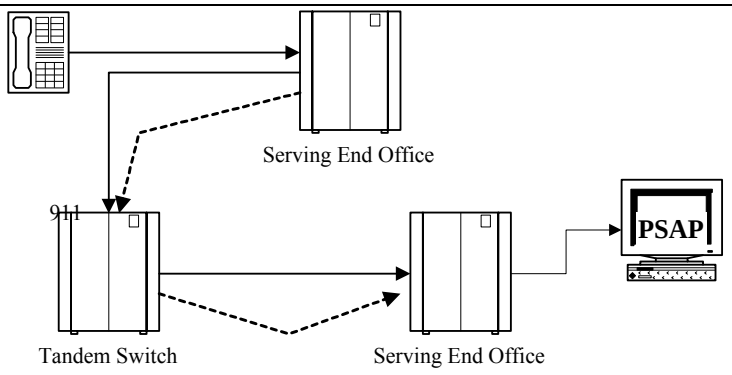


Figure 6-1 Interoffice Facility Architecture with Diversity

6.1.2 Best Practice ES02 Diverse Interoffice Transport Facilities with Standby Protection

A variation of the facility diversity architecture is deployment of a 1-by-1 facility transport system. This architecture is protected by a standby protection facility that is geographically diverse from the primary facility. Because no calls are lost while switching to the alternate transport facility during primary route failure, this architecture is considered self-healing.

6.1.3 Best Practice ES03 Diverse Interoffice Transport Facilities Using DCS

Earlier NRC Focus Group recommendations suggested using diverse interoffice transport facilities from the called serving end office via two diverse Digital Cross-connect Systems (DCS) for concentration. This approach provides diversity and, due to the concentration by the DCS network elements, offers a less costly network solution. Circuit rearrangement activity under this configuration will less likely result in the circuits being placed into non-diverse facilities. (See Figure 6-2)

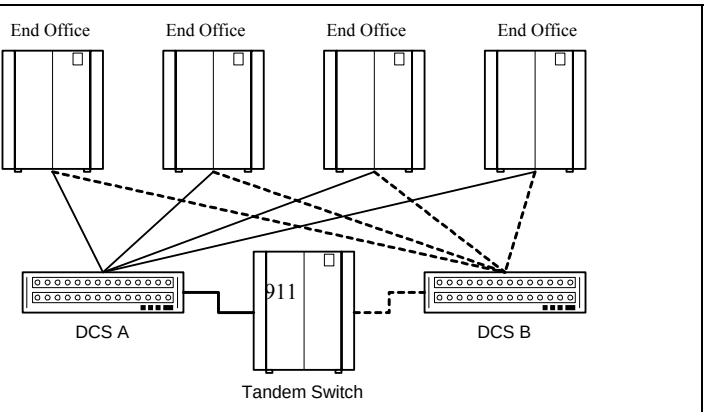


Figure 6-2 Interoffice Facility Architecture

6.1.4 Best Practice ES04 Fiber Ring Topologies for 9-1-1 Circuits

Fiber optic network elements offer network service providers the ability to aggregate large amounts of call traffic onto one transport facility. Traffic aggregation opposes the diverse facility transport recommendations defined in this document. However, fiber rings permit a collection of nodes to form a closed loop whereby each node is connected to two adjacent nodes via a duplex communications facility.

Fiber rings provide redundancy such that services may be automatically restored (self healing), allowing failure or degradation in a segment of the network without affecting service.
Fiber rings are used in some metropolitan areas, ensuring essential communications service is unaffected by cuts to fibers riding on the ring. Ring features and functionality are part of the Synchronous Optical Network (SONET) technical requirements. The ECOMM Team believes

when essential communications is placed on SONET rings, service interruptions are minimized due to the self-healing architecture employed. (See Figure 6-3)

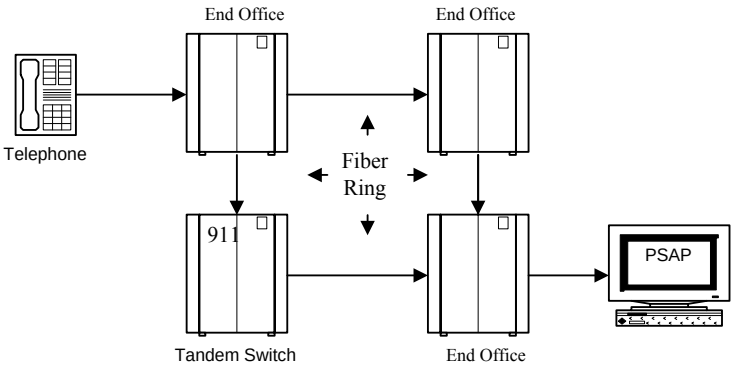


Figure 6-3 Interoffice Facility Architecture with Ring Diversity

6.1.5 Best Practice ES05 Red-Tagged Diverse Equipment

Depending on LEC provisioning practices, the equipment in the central office can represent single points of failure. The ECOMM Team supports the common LEC practice of spreading 9-1-1 circuits over similar pieces of equipment, and marking each plug-in-level component and frame termination with red tags. The red tags alert LEC maintenance personnel that the equipment is used for critical, essential services and is to be treated with a high level of care.

6.2 Alternate Path when the Primary 9-1-1 Interoffice Facility Fails

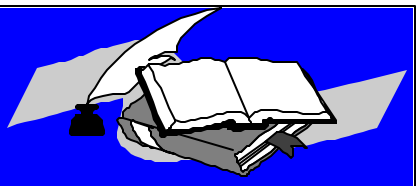
Best Practice ES06 through ES11 provide practices that promote establishment of alternate call paths between the caller's end office and the PSAP serving office.

6.2.1 Best Practice ES06 Alternate PSAPs from the 9-1-1 Tandem Switch

A common method of handling PSAP-to-Tandem transport facility interruptions is to program the 9-1-1 tandem switch for alternate route selection. If the 9-1-1 caller is unable to complete the call to the PSAP, the tandem switch would automatically complete the call to a pre-programmed directory number or alternate PSAP destination. The alternate PSAP may be either administrative telephones or another jurisdiction's PSAP positions, depending upon the primary PSAPs pre-arranged needs. (See Figure 6-4)

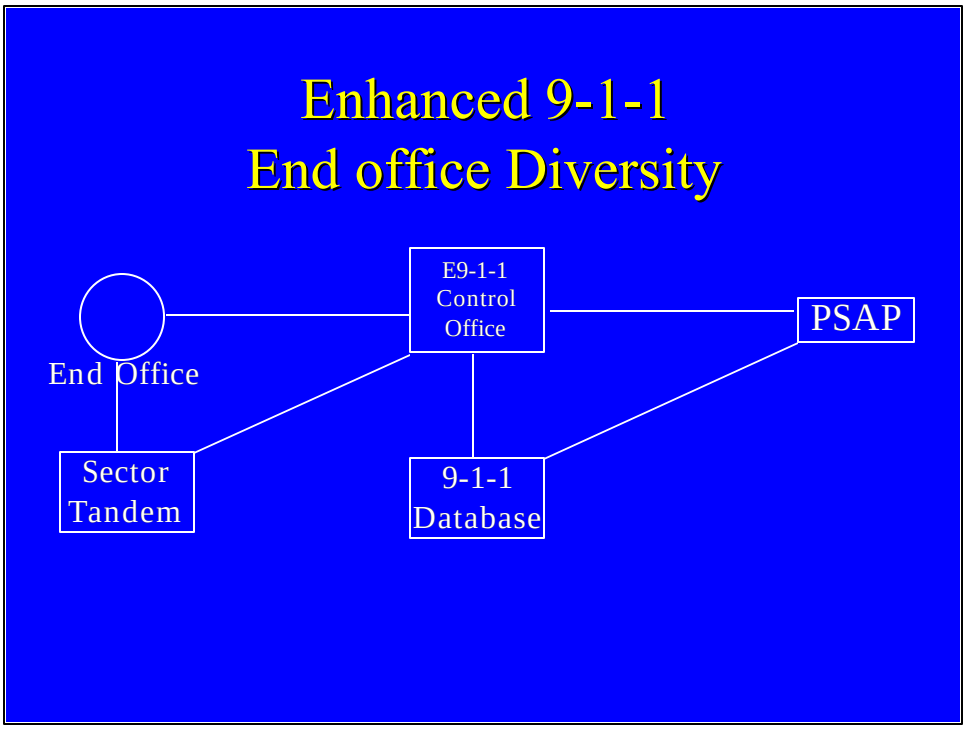
TH Exhibit No. 6

NENA TDC
TECHNICAL DEVELOPMENT CONFERENCE



9-1-1 Tutorial

Billy Ragsdale	NENA Technical Liaison Chair, PSAP CPE Technical Committee
Bob Gojanovich	Chair, Network Technical Committee
Barb Thornburg	Chair, Database Technical Committee
Roger Hixson	Chair, ALEC/PS Technical Committee



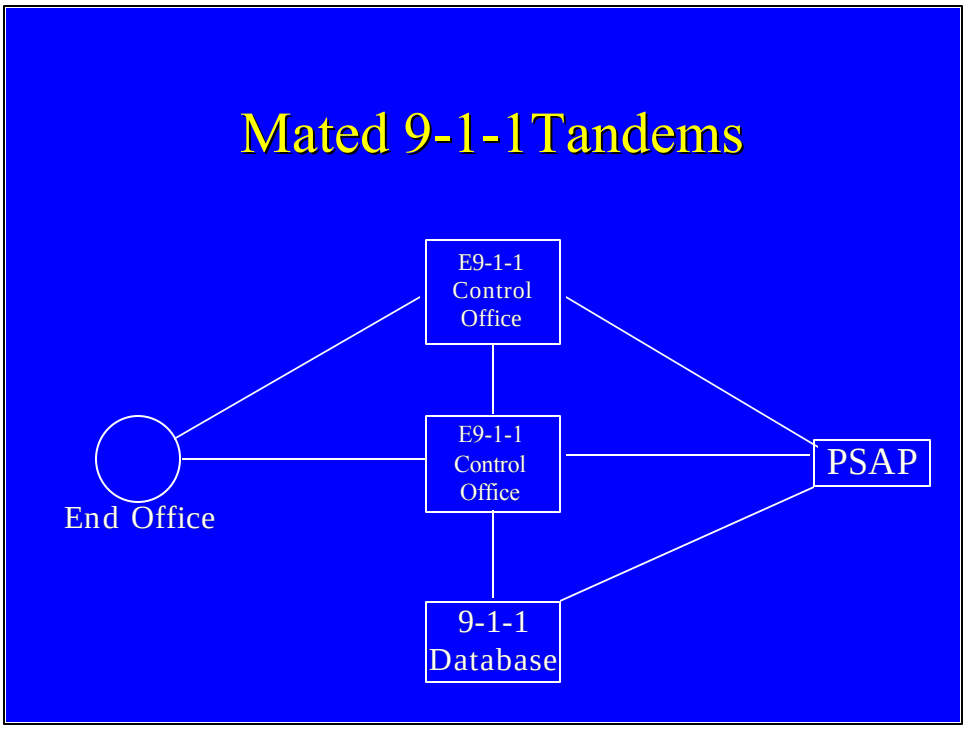
9-1-1 systems are expected to function without interruption. However, expecting every network and PSAP component to work perfectly forever is unrealistic. Stuff happens - things break. Reliability, then, is achieved through diversity and redundancy.

One method of achieving reliability is to build redundant, diversely routed trunk groups from each end office to its 9-1-1 tandem. Each trunk group should be large enough to carry the entire traffic load for that end office.

In this example, a primary 9-1-1 trunk group is built from the end office directly to the 9-1-1 tandem. A secondary, or overflow group, is built to the sector tandem that serves the end office. Many other end offices have overflow trunks to the sector tandem which, in turn, has a large common trunk group to the 9-1-1 tandem.

Depending upon local convention or regulation, the primary and overflow trunk groups may each be large enough to provide a P.01 grade of service, or may provide a P.01 grade of service in total. “P.01” means that, during the average busy hour of an average week, one call out of one hundred will be blocked due to an all-trunks-busy condition.

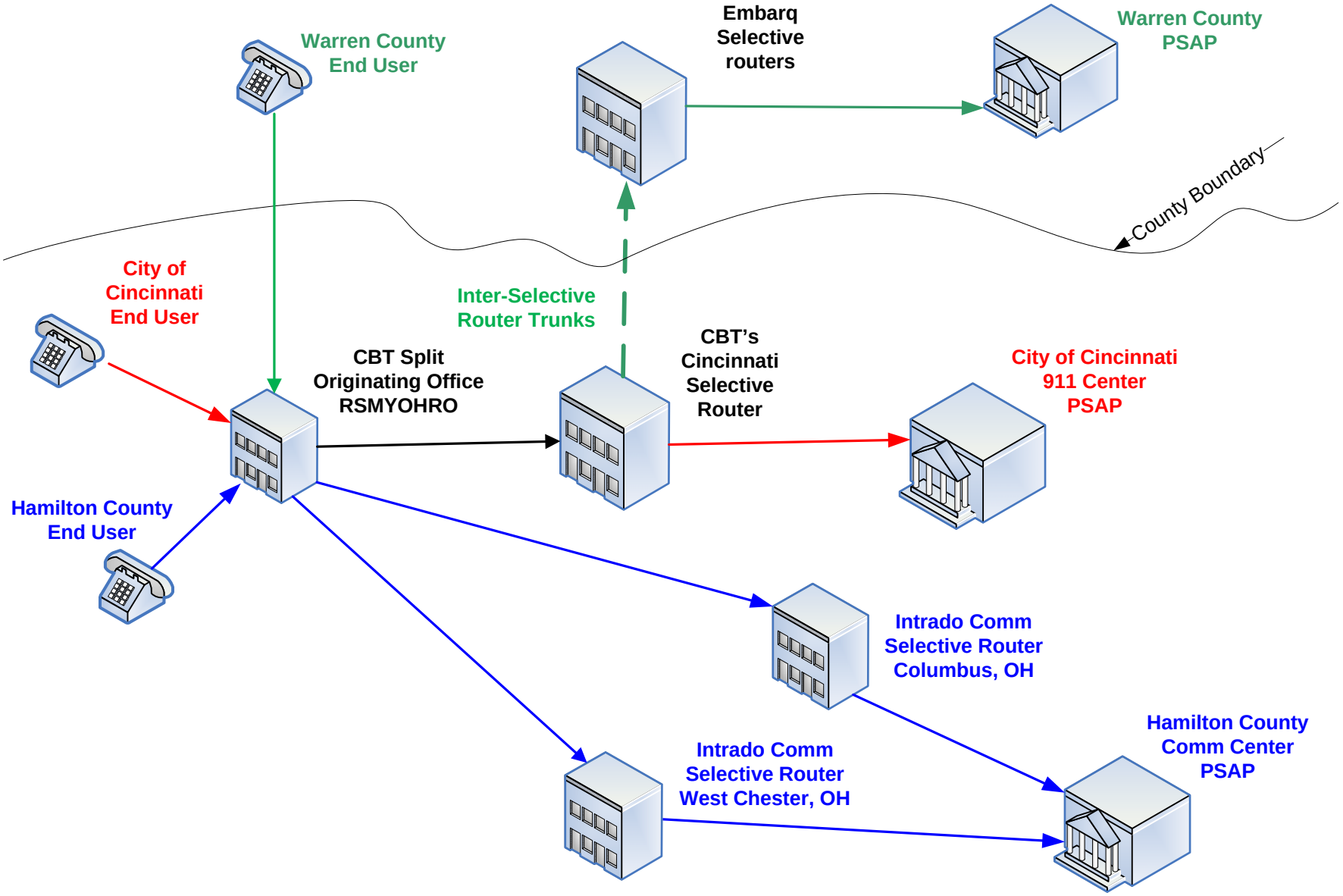
Yes, 9-1-1 calls sometimes get blocked. However, if trunk groups are engineered correctly, blocking will only occur under extraordinary circumstances that generate abnormal volumes of 9-1-1 calls - many of which are redundant. This “congestion control” (sometimes called “choking”) is necessary to protect the rest of the network and the PSAPs.



Many 9-1-1 tandems are “mated”. Each end office is trunked to both tandems, and both tandems are connected to the PSAP. If one of the tandems fails, the PSAP remains in service. Call handling capacity is reduced by 50%, but there is no interruption of service.

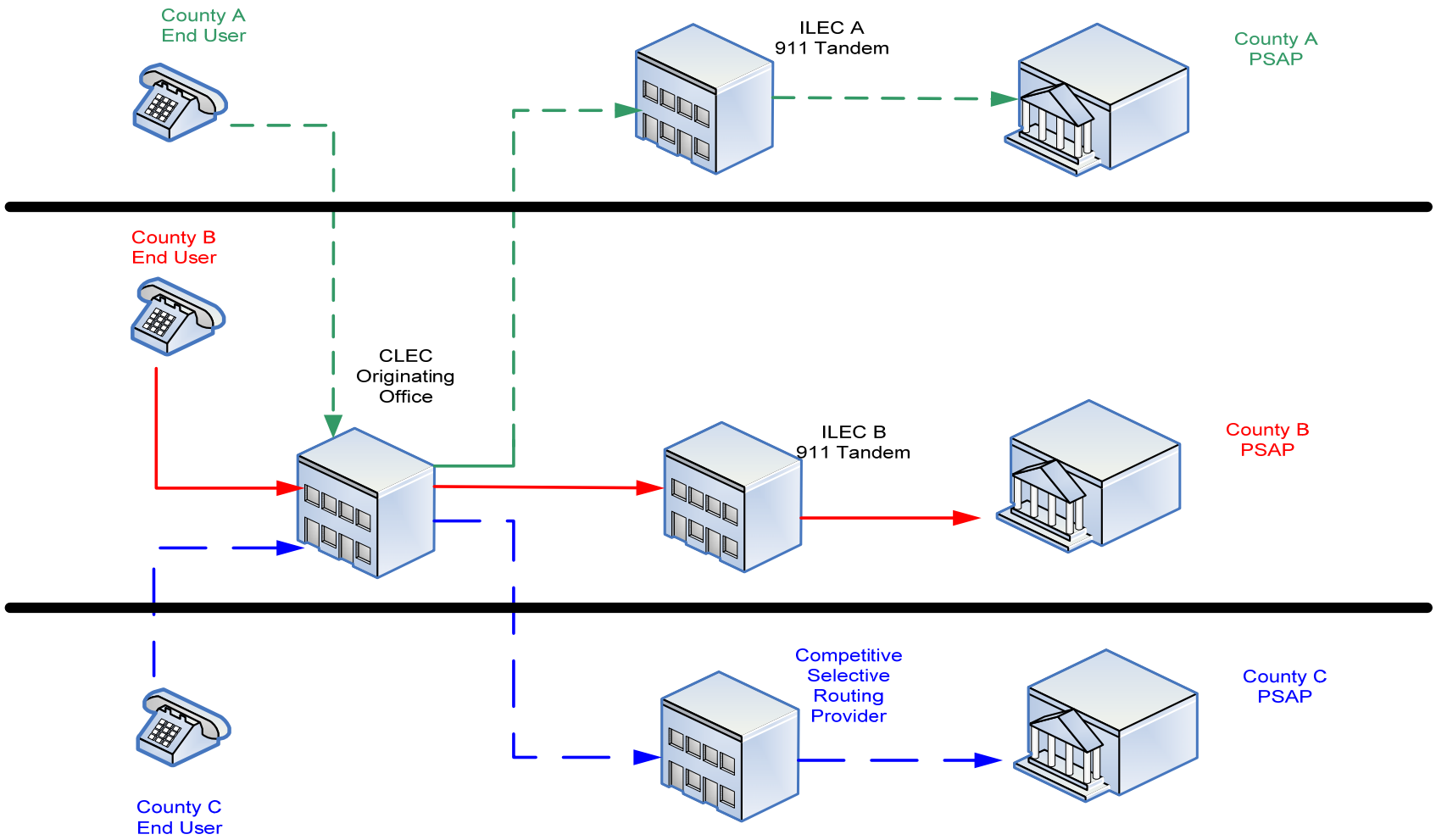
TH Exhibit No. 7

Intrado Comm Proposed
911 Call Sorting at an Originating Office



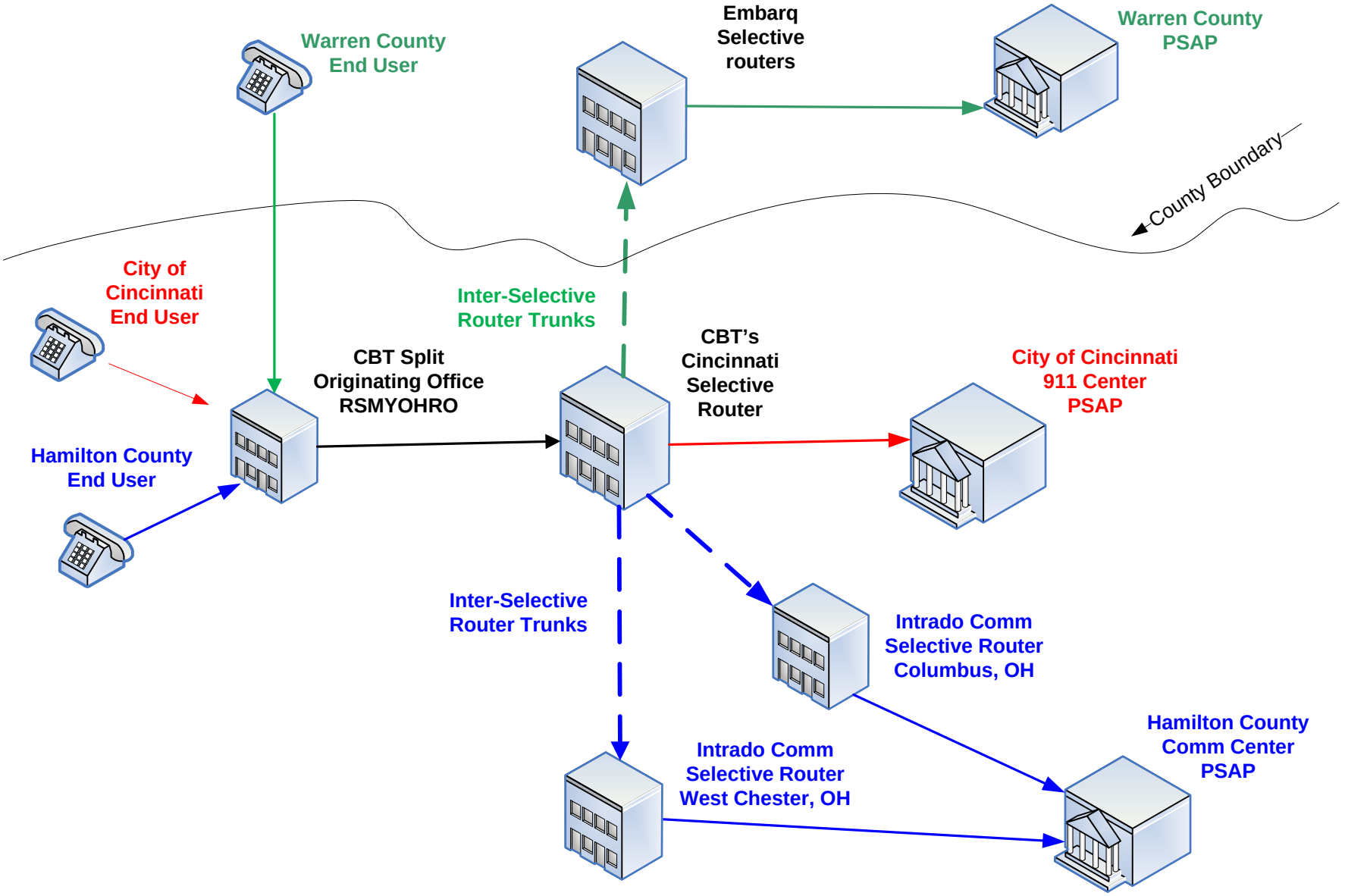
TH Exhibit No. 8

CLEC Originating Office 911 Call Sorting



TH Exhibit No. 9

911 Call Sorting at a 911 Selective Router



TH Exhibit No. 10

NENA

Technical Information Document on

Network Quality Assurance

NENA Technical Information Document 03-501
(Previously NENA Standard 03-001)

Prepared by:
National Emergency Number Association (NENA) Network Quality Assurance Working Group

Published by NENA
Printed in USA

physically separated (diverse routing) so that the failure of any single network element cannot interrupt E9-1-1 service to all trunks in a group.

3.1 E9-1-1 Circuits

The circuits in the E9-1-1 system are a combination of switched message trunks and private line data circuits. Provided below is a description of some circuit types:

- Serving End Office to E9-1-1 Control Office Switched Message Trunks -
  Provide communications paths for traffic from the end office serving the 9-1-1 caller to the E9-1-1 Control Office.

- E9-1-1 Control Office to PSAP Switched Private Line/Trunk Circuits - Provide analog/digital communications paths for traffic from the E9-1-1 Control Office to the PSAP.

- PSAP to ALI Host Private Line Data Circuits or Switched Data Circuits -
  Provide data communications paths between the PSAP and the ALI host for Automatic Location Identification (ALI) information requests and/or ALI data delivery.

- E9-1-1 Control Office to the E9-1-1 database Private Line Data Circuits

- Other critical data circuits are required to link various critical 9-1-1 data components / adjunct systems (Database Management System (DBMS), Emergency Service Control Point (ESCP), etc.) to each other

These dedicated E9-1-1 trunks and private line circuits are to be assigned to route diverse facilities so that the failure of any single Network element cannot interrupt E9-1-1 service to all trunks in a group. This concept applies to all E9-1-1 Control Offices, including mirrored control offices.

3.2 E9-1-1 Network Diversity

When discussing diversity in a network, two concepts must be considered – diverse routing and diverse facilities (or transport). Diverse routing implies diverse facilities but the opposite may not be true. Both must be implemented to completely eliminate single points of failure.

Diverse routing is highly recommended and may be required per local statutes for all circuits associated with the E9-1-1 system. Requirements for each circuit type are provided below:

- Serving End Office to E9-1-1 Control Office Switched Message Trunks must be route diverse. There should be at least two trunks from each central office to the E9-1-1 Control Office. A pair of diverse circuits may be assigned on a fiber ring system or a fiber system with diversely routed protection. These circuits do not need to be assigned to different DS3s.

- E9-1-1 Control Office to PSAP Switched Private Line Circuits should be route diverse from the E9-1-1 Control Office to the serving wire center of the PSAP where available (the local loop between the PSAP and its serving end office is still vulnerable to single point failures, but this shortcoming can be overcome using sheath diversity, route diversity, etc). One circuit from the PSAP to each ALI host computer is required. A pair of diverse circuits may be assigned on a fiber ring system or a fiber system with diversely routed protection. These circuits do not need to be assigned to different DS3s.

- PSAP to ALI host Private Line or Switched Data Circuits should be route diverse from the serving wire center of the PSAP location to the ALI host computer locations where available. Where each PSAP is connected to two different ALI host computers for diversity and redundancy, the pair of diverse circuits may be assigned on a fiber ring system or a fiber system with diversely routed protection. These circuits do not need to be assigned to different DS3s. If dual-switched packet data circuits are used, host diversity and call redirection should be provided.

- E9-1-1 Control Office to the E9-1-1 database Private Line Data Circuits should be route diverse from the E9-1-1 Control Office to the ALI host computer locations where available. Each E9-1-1 Control Office is connected to two different ALI host computers located in different locations for diversity and redundancy. The pair of diverse circuits may be assigned on a fiber ring system or a fiber system with diversely routed protection. However, these circuits do not need to be assigned to different DS3s. If dual switched packet data circuits are used, host diversity and call redirection should be provided.

(NOTE: CALL-REDIRECTION means the "switched data" NETWORK software that allows "switched data" calls to be re-routed to an alternate switched data circuit in case of primary switched data circuit failure.)

It is important to note that when planning routes for mirrored control offices, each member of the mirrored pair MUST be viewed as if it were not in a pair. This means that, where facilities exist, route diversity is recommended for each E9-1-1 control office.

4 Fiber Rings

Fiber optic network elements are providing the opportunity to aggregate large amounts of traffic into one transport facility. This traffic aggregation is in opposition to the transport diversity as described in best practices. An important network topology available with the new fiber optic terminals is fiber rings. A fiber ring is a collection of nodes forming a closed loop whereby each node is connected to two adjacent nodes via a duplex communications facility. A ring provides redundancy so services can be automatically restored following a failure or degradation in the network. Rings are usually described as being "self healing" architectures.

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

4350 N Fairfax Dr, Suite 750
Arlington, VA 22203-1695
800-332-3911
or: techdoccomments@nena.org

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

TH Exhibit No. 11

Intrado Communications Inc.

IEN INTERCONNECTION PRICING SCHEDULE

	One Time Fee	Monthly Recurring Charge
Per DS1	$250.00	$127.00
Per DS0	$250.00	$ 40.00

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 Communications Act of 1934, as amended, to Establish an Interconnection Agreement with Cincinnati Bell Telephone Company	)	Case No. 08-537-TP-ARB

DIRECT TESTIMONY OF

JOHN R. MELCHER

ON BEHALF OF

INTRADO COMMUNICATIONS INC.

July 22, 2008

SECTION I - INTRODUCTION

Q: PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE RECORD.

A: My name is John R. Melcher. My business address is 1511 Waterside Drive, League City, Texas, 77573.

Q: WHO ARE YOU EMPLOYED BY?

A: I am the founder and president of the Melcher Group – a consulting firm specializing in public safety related activities. I am also a principal in Cyren Call Communications – advisor to the Public Safety Spectrum Trust Corporation. I act as a consultant to many public safety-related companies such as Intrado Communications Inc. ("Intrado Comm").

Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE.

A: My curriculum vitae is attached as JM Exhibit No. 1. Prior to joining Cyren Call Communications in 2006, I was employed by the Greater Harris County 911 Emergency Network for fifteen years in various positions including, most recently, Executive Director and Chief Operating Officer. I was responsible for the design and management of integrated voice and data networks providing emergency number service for over 4.5 million citizens in 48 cities and four counties in the Houston metropolitan area. The Greater Harris County 911 Emergency Network is the largest regional 911 program in the country. I also managed numerous projects, including an early warning notification system, an automatic crash notification system, and several projects surrounding wireless 911 implementation.

Q: PLEASE DESCRIBE YOUR PROFESSIONAL AFFILIATIONS AND PARTICIPATION IN INDUSTRY ASSOCIATIONS.

A: I am certified as a National Emergency Numbering Association ("NENA") Emergency Number Professional ("ENP"). During my career, I have served as the President, 2nd Vice President, and 1st Vice President of NENA. I have also served as the wireless liaison for NENA working closely with wireless carriers, manufacturer trade associations, the Federal Communications Commission ("FCC") and the Cellular Telecommunications & Internet Association ("CTIA"). I have received six (6) NENA Presidential Citations for contributing to and leading industry and association efforts. I also regularly speak at public safety related conferences.

Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO?

A: Yes, I have previously testified before the Public Utilities Commission of Ohio ("Commission"). I have testified as an industry expert witness in Intrado Comm's interconnection arbitration hearing with Embarq.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A: The purpose of my testimony is to provide information on some of the technical issues raised in this proceeding from an industry perspective.

SECTION II – BACKGROUND

Q: HOW MANY YEARS HAVE YOU BEEN INVOLVED WITH THE PUBLIC SAFETY INDUSTRY?

A: Twenty-nine (29) years.

Q: IN THAT TIME, HAVE YOU SEEN CHANGES IN THE 911 INDUSTRY?

A: Yes.

Q: CAN YOU PLEASE DISCUSS SOME OF THOSE CHANGES.

A: Changes in the emergency services industry have affected every area of 911 operations from technical and political changes to legislative changes. Among these changes, the biggest driver is access to telecommunications. We now have access to telecommunications devices and telecommunications applications far beyond what the original 911 network, its architects, and industry policymakers ever envisioned. As a result, in order to keep up with technological changes, 911 related funding and policy initiatives have and continue to change.

Historically, 911 has been a very specialized niche area provisioned by incumbent local exchange carriers ("ILECs"). Among the ILECs' portfolio of services, the 911 network and infrastructure have received far too little attention with respect to the modernization and evolutionary design and development compared to their ever-expanding networks. The 911 Industry Alliance's finding that Ohio ranks 49th out of 50 states (JM Exhibit No. 2) in terms of 911 system quality is a testament to the depth of the problem, and evidence of the difficulties the 911 community faces in ensuring public safety has access to current technologies. The Commission and its Staff have, to their credit, recognized that 911 services have been overlooked and, through this proceeding and other activities, are beginning to enhance public safety's access to modern technologies, supporting interoperability among PSAPs, and recognizing the overall benefits of competition in the 911 marketplace.

Q: WHAT ISSUES WILL BE CRITICAL TO THE FUTURE OF THE PUBLIC SAFETY INDUSTRY?

A: The most critical issue for public safety is achieving performance parity for the 911 network through technological advancements and synchronizing public safety

technologies with those of the rest of the telecommunications industry. There are broad-based consumer applications that do not appropriately incorporate 911 solutions. Public safety is commonly left out of the equation in the development, standardization and promulgation of these modern technologies and applications. As a result, consumers dangerously assume that 911 is part and parcel of all modern telecommunications service offerings. Unfortunately, 911 and citizen access to emergency communications have become more of an afterthought than forethought. Many state commissions, such as Ohio's, are left to bat clean-up. The citizens of Ohio have the right to expect better performance from their 911 systems, just as they enjoy expanded consumer choice in this modern competitive environment. This is necessary to continue to serve the public interest. The Commission has the ability to put mechanisms in place to ensure that Ohio's citizens enjoy state-of-the-art emergency services and access to those resources that the public has come to expect.

Q: IS THERE COMPETITION IN THE 911 INDUSTRY TODAY?

A: Yes, but unfortunately it is very limited. There are many examples in the 911 industry where technologies are available to assist public safety, but barriers to access, such as outdated policies, restrict competition. In many states, policies have not changed since the inception of the 911 system. They remain way behind the curve on cost recovery, interoperability, and other issues related to a competitive environment. This is especially evident by the 911 cost recovery mechanisms currently in place in Ohio whereby providers of E911 services assess and levy fees on their local exchange service subscribers. These fees are collected without clear guidelines as to where such funds should be directed. Guidelines are necessary to ensure the providers of selective routing

services to PSAPs and the PSAPs themselves receive the funding necessary to make such services available to local exchange, wireless, and Internet telephony subscribers. The competitively neutral management of such funding may be addressed eventually as a result of the passage of H.R. 3403, New and Emerging Technologies ("NET") 911 Improvement Act of 2008. Although the Federal Communications Commission ("FCC") is tasked with submitting a report to Congress that examines state 911 funding mechanisms "to ensure efficiency, transparency, and accountability in the collection and expenditure of a fee or charge for the support or implementation" of 911, the role of the Ohio Commission in examining and establishing policies regarding such funding is critical. I have attached a copy of the NET 911 Improvement Act of 2008 as JM Exhibit No. 3.

Q: IN THOSE LIMITED AREAS WHERE SOME COMPETITIVE 911/E911 ALTERNATIVES ARE AVAILABLE, WHAT PROCESS WAS USED TO IMPLEMENT COMPETITION?

A: Competition in those areas is a new and emerging response to the needs of public safety. Texas, for example, has had competition for selective routing services since the late 1990s. It has only been since the inception of competitive local exchange carriers ("CLECs") that we have seen the removal of some barriers to competition. Unfortunately, there has been virtually no competition for the provision of 911 services to PSAPs. The instant proceeding reflects the challenges to providing a competitive 911 service despite the overall telecommunications revolution that the 1996 passage of the federal Telecommunications Act twelve (12) years ago was intended to provide.

Q: HOW HAS THAT COMPETITION BENEFITED PUBLIC SAFETY AGENCIES?

A: The benefits of competition have been limited so far, and it has been an uphill battle for public safety. We have not been able to take advantage of choice and competitive price points enjoyed by the larger telecommunications industry because of the barriers to access and competition. While all telecommunications providers would agree that access for public safety to current and advanced technologies is in the public interest, new entrants are overwhelmingly mired in adversarial processes with ILECs. The instant proceeding serves as an example of the difficulty in increasing options for public safety.

Q: ARE YOU FAMILIAR WITH THE TERM "NEXT-GENERATION" WITH RESPECT TO 911 NETWORKS?

A: Yes. I continue to work with various committees and standard setting organizations focused on developing Next-Generation E911.

Q: PLEASE EXPLAIN WHAT NEXT-GENERATION E911 MEANS TO YOU?

A: The term is overused, misused, and abused. The immediate work for public safety in all states, including Ohio, is to bring 911 up to current technical and operational best practices. This work should not be confused with "next-generation" systems or applications. For example, the ability to support 911 calls from Voice over Internet Protocol ("VoIP") service callers or from wireless callers is based on current technology that would bring Ohio to existing standards and requirements. A true multi-provider market requires interoperability among networks. Indeed, the significant changes in the 911 industry to date are centered on a service provider's ability to interconnect its network with the public safety entity and to send the appropriate voice and data and/or location information.

The question then becomes how we take 911 to a place that we have not seen yet. Next-generation architectures assume changes will take place. Their platforms can anticipate advancements, *e.g.*, via scalability. However, these yet-to-be-seen changes have no bearing on public safety's immediate need for access to current technologies, the public switched network through competitive service providers, and the need for enhanced interoperability.

Q: HOW HAS NENA BEEN INVOLVED WITH THE DEVELOPMENT OF NEXT-GENERATION 911 NETWORKS?

A: NENA continues to focus more on ensuring that public safety has access to current state-of-the-art technologies to fight the disparity in service levels across the country. We know that incumbent providers' customers in other industries have access to state-of-the-art technologies while 911 customers suffer from outdated architectures and service offerings. The 911 community is deprived of modern technologies due to barriers in the marketplace, including the notion that only the incumbents should serve as the designated 911 service provider. Incumbent providers ensure that other industry segments have the ability to take calls from all over the world. This global standard has not been applied to 911. Alternative providers offer current, modern, and off-the-shelf technologies and applications that public safety needs but cannot get due to artificial barriers.

NENA supports the interoperability of 911 networks and systems. It is not enough to remove barriers to entry. Enhancements to public safety cannot be done in a vacuum. Section 251 interconnection is an existing, viable mechanism whereby a state commission may ensure that interoperability among its 911 service providers is administered efficiently, fairly and in keeping with the public interest. Commercial

agreements have previously served as an impediment to a level playing field. Congress recognized this when it passed the 1996 Act. There is little incentive for the incumbent provider to act timely or to price its services as it would in a vibrant competitive market. I have direct experience in Harris County, Texas where we invested millions of dollars into an upgrade that took an exorbitant amount of time and resources due to the "turf battles" of incumbent providers.

Q: WHY IS IT IMPORTANT FOR PUBLIC SAFETY TO ENSURE THEIR NETWORKS CAN SUPPORT CURRENT TECHNOLOGIES?

A: As self evident as it may seem, technology is not the issue. *Access* to technology is the issue. By examining industries outside of public safety, the disparity is highlighted. For example, the energy, aerospace, and biomedical industries are typically early adopters and are able to enjoy new technologies as they are introduced. The early adopters generally have more current telecommunications technology platforms and are able to integrate innovative technologies as they are released.

In the 911 industry, we know the consumers are using leading edge technologies and applications and they must be able to contact public safety. The 911 authorities committed to responding to 911 callers should be no more restricted than any other consumers in the marketplace. Alternative providers are currently offering solutions that, if integrated into the network now, would permit public safety to be able to support the needs of these 911 callers. Integration into today's modern network is key. Otherwise, public safety is limited to legacy systems that we know lack the capability of supporting current technologies and applications.

To further illustrate public safety's needs, we know that there is an incredible investment on the part of incumbents and competitors alike into broadband and IP-based networks. This evolution is important because it emphasizes that services will not be about voice and data alone; they will be about information and information sharing. The information sent over an IP network could include voice, bursty data, building plans, streaming video, mug shots, fingerprints, etc. The possibilities to enhance public safety's response will grow exponentially. If my thirteen year old niece can send a photo with a text message to her friends, why can't a witness to a crime do the same? IP is the platform upon which all current telecommunications applications reside and all future developments will be deployed. Public safety's inability to integrate IP technologies and infrastructure today is stifling their progress and making it unaffordable for them to advance to current, off-the-shelf products and services. Public safety will remain behind the curve if it is denied more robust competitive 911 service offerings, which is diametrically opposed to the level of service the public expects and demands and this Commission, Congress, and the FCC have mandated.

SECTION III – UNRESOLVED ISSUES

Issue 3: Should the Parties be obligated to utilize the most efficient call set up and termination technologies that reduce points of failure in 911 call delivery?

Q: CAN YOU EXPLAIN WHAT IS MEANT BY "CLASS MARKING"?

A: The term "class marking" describes a type of process used to direct 911 calls to the appropriate PSAP in areas where an originating central office contains end users that receive emergency services from PSAPs that are served by different 911/E911 networks. However, the term "class marking" is not germane to the 911 multi-provider competitive

market, as I further discuss below. The more appropriate term is "Line Attribute Routing" (referring to information or characteristics specific to the particular subscriber), which is the process whereby a subscriber's voice and other related information or data detail is provided for the appropriate routing of an emergency call.

Q: DO LOCAL EXCHANGE CARRIERS USE LINE ATTRIBUTE ROUTING FOR 911 IN THE INDUSTRY TODAY?

A: Yes, in limited applications. CLECs are more apt to use this technique to route 911 calls originating from a single switch serving subscribers across several 911 systems provided by different 911 systems providers.

Q: IS IT TECHNICALLY FEASIBLE TO USE LINE ATTRIBUTE ROUTING TO ROUTE 911 CALLS?

A: Yes. It is similar to the call setup information used when a consumer makes a long distance or 1+ call. By relying on line attributes associated with the end user's service choice and related data elements, the serving switch knows which trunk group to use to set up the call to reach the appropriate 911 system.

Q: WHAT OTHER PROCESS CAN BE USED TO ROUTE 911 CALLS WHEN THERE ARE MULTIPLE 911 PROVIDERS?

A: Secondary processing or switching, such as through an incumbent's selective router, is another method. Line Attribute Routing is preferred since the line attribute data is established prior to call set-up, rather than through secondary processing or switching systems. By relying on line attribute data elements that relate to the subscribers' information, the call may be delivered without introducing further complexities or points of failure during call set-up and delivery to the appropriate E911 system. The fewer

points of failure introduced into call set-up and delivery, the more accurate call delivery will be.

Q: WHY IS LINE ATTRIBUTE ROUTING A SUPERIOR METHOD?

A: In the 911 industry, generally, we try to avoid multiple links, multiple hops, and the creation of multiple points of failure. By applying options such as Line Attribute Routing at call set-up, we mitigate the potential for failure.

Q: WHAT ABOUT THE RISK ASSOCIATED WITH CONVERTING TRAFFIC FROM EXISTING END OFFICE TRUNK GROUPS TO A NEW TRUNK GROUP ASSOCIATED WITH A NEW COMPETITIVE PROVIDER?

A: The ILECs currently providing 911 services today claim that establishing new trunk groups to accommodate call delivery supported by Line Attribute Routing introduces a potential for failure of transmission of all traffic originating from the end office. They assert it is better to let their existing selective routers serve as a "hop" along the transit path to the competitive provider. However, the ILECs fail to explain that they are quite adept and adroit at end office conversions. This is evident in the detail planning they have done when they have upgraded their old analog selective routers to newer digital selective routers. The point here is that poor project management for trunk group deployment would be the root cause for imperiling 911 call delivery, not the introduction of Line Attribute Routing to support competitive 911 markets.

Q: WHO IS USING LINE ATTRIBUTE ROUTING TODAY?

A: Internet service providers use this process today. Indeed, every call delivery system can use these attributes, similar to the way the functionality is achieved in other areas, such as 1+ long distance. When a service order is processed for a consumer to receive dial tone,

line attributes are encoded into the central office database to depict the consumer's choice of long distance provider. 911 Line Attribute Routing works the same way. The incumbent, as a local telephone exchange provider, has the obligation to direct calls to the customer's presubscribed long distance provider; it too has the obligation to deliver emergency calls to the appropriate PSAP. Both use subscriber-based attributes to determine where the call is delivered.

Q: WHY SHOULD INCUMBENTS, AS LOCAL EXCHANGE PROVIDERS, BE REQUIRED TO UTILIZE LINE ATTRIBUTE ROUTING?

A: It is my understanding that there is an obligation on all telecommunications providers of local exchange dial tone services in Ohio to deliver 911 calls to the designated E911 service provider for ultimate delivery to the appropriate PSAP. For example, a CLEC serving Ohio today may rely on switching facilities located in New York. The CLEC does not have the option of choosing call delivery to PSAPs in the closest rate center to New York in order to fulfill its 911 obligation in Ohio. The CLEC has to make arrangements for the call to be delivered appropriately.

While I cannot make an apples-to-apples comparison with wireless providers because they do not rely on line attributes, they perform call sorting on their side of the network prior to call set-up to ensure 911 calls are delivered to the appropriate 911 system.

As discussed above, incumbent providers of dial tone services have the obligation to send their 911 calls to the appropriate E911 system for delivery to a PSAP. Incumbent providers in Ohio have impressed consumers with their global presence, earnings, acquisition of other telecommunications providers, bundled product offerings across multiple affiliates, and corporate partnerships. It is unacceptable, especially in light of

their profitable growth to continue to deny current state-of-the-art technologies to public safety. Best practices and policies to ensure their application across all providers will ensure that emergency calls are delivered to the appropriate PSAP in the most efficient and reliable manner.

Q: DOES THIS COMPLETE YOUR TESTIMONY?

A: Yes.

JM Exhibit No. 1

John R. Melcher, ENP
Curriculum Vitae

Corporate History

Mr. Melcher is the founder and president of The Melcher Group – a consulting firm specializing in public safety related activities. Activities include corporate mergers, acquisitions and strategy. Mr. Melcher is also a principal in Cyren Call Communications – advisor to the Public Safety Spectrum Trust Corporation (PSST). Cyren Call is led by veterans of the wireless industry and Public Safety communications, who will assist the PSST in the creation of a nationwide, wireless broadband network that will carry priority Public Safety communications. Cyren Call is headed by Morgan O'Brien, a co-founder of Nextel and a long-time champion of improving public safety communications.

9-1-1 and Public Safety Management/Related Activities

Cyren Call Communications 2006 – Present
Executive Vice President, Office of the Chairman
Managed external corporate communications, legislative, regulatory, lobbying and all outreach efforts to achieve favorable public policy positions for Cyren. Maintained relationships with various industry and public safety organizations such as APCO, IAFC, IACP, NENA to advance these public policy positions. An external presenter and speaker for Cyren at key public safety conferences as well as regulatory and legislative venues.

Greater Harris County 9-1-1 Emergency Network 2004 - 2005
Executive Director
Responsible for design and management of integrated voice and data networks providing emergency number service for over 4.5 million citizens in 48 cities and four counties in the Houston metropolitan area. Greater Harris County 9-1-1 Emergency Network is the largest regional 9-1-1 program in the country.

Chief Operating Officer - 1990 – 2004

Early Warning System Implementation, 2002

- Project Director, implementation of nation's largest early warning notification system for municipalities within coverage area.

Automatic Crash Notification Project (ACN), 2002 -present

- 2000 – Project Director of first proof-of-concept demonstration combining telematics technology within the native 9-1-1 communications infrastructure.
- 2002 – Project Director of first implementation of ACN technology in the public safety environment.
- 2005 – Expansion to include demonstration of mobile threat notification for chemical and bio-hazard.
- Total of 800 police cars across two technology platforms

Wireless 9-1-1 Implementation, 2002

- Project Director for first implementation of wireless 9-1-1 technology for major metropolitan area in the country. The first major deployment of location technology, allowing 9-1-1 call-takers and first responders to pinpoint location of wireless devices calling 9-1-1. Now a national mandate by the Federal Communications Commission.

Texas Wireless Integration Project (WIP), 1996

- Co-chaired the first proof-of-concept demonstration utilizing location technology for routing and delivery of wireless 9-1-1 calls.

Inventor - patented 9-1-1 emergency communications system solutions

National Emergency Number Association (NENA) -16-Year Member

- President of NENA June 2002 – 2003
- 2nd Vice President of NENA 2001 – 2002
- 1st Vice President of NENA 2000 – 2001
- Numerous Testimonies before the United States Congress
- Wireless Liaison for NENA working closely with wireless carriers manufacturer trade associations, the FCC and CTIA, TR45
- ENP certification 1999

Pasadena Police Department - Pasadena, Texas
Technical Director, Dispatch Supervisor 1986 - 1990
Dispatcher, 1982 – 1986
Paramedic, 1984 - 1990

City of Pasadena – Office of Emergency Preparedness
Radio Officer 1978 – 1980
Communications Manager 1980 - 1982

Recognitions:
Presidential Citation, NENA 1995, 1996, 1997, 1998, 2002, 2006
APCO 1993, 1994, 1995, 1996

Recognition by Radio Resource magazine, Most Influential People in Public Safety, 1998 and 1999

Innovator Award from Computerworld Smithsonian for Visionary Use of Information Technology, (organizational award) 1995

Presidential Award, APCO Project 31, 1992 and 1993

Other Endeavors:
President, Pasadena Rotary Club 1992-1993
Licensed Pilot – Instrument Rating
Regular keynote speaker at public safety related conferences

JM Exhibit No. 2

Ohio 9-1-1 System Facing Critical Funding Challenges Cited in National Report on Health of Country's 9-1-1 System

Ohio 9-1-1 Officials, Reps. Flowers, Driehaus Urge Legislators to Pass House Bill 550 to Ensure Continued 9-1-1 Funding

COLUMBUS, OHIO (May 7, 2008) – On Wednesday, May 14th, 9-1-1 officials representing counties throughout Ohio, members of the 9-1-1 Industry Alliance (9IA), and Ohio State Rep. Larry Flowers, will detail the findings of a national report on the health of 9-1-1, noting a "critical lack of funding" is compromising the safety of Ohioans.

The report, compiled by ColoComm Group, LLC, an independent research group widely recognized by federal and congressional groups as an expert in public safety, concluded a critical lack of funding has resulted in a gap between the types of communications devices people use and those able to fully benefit from access to 9-1-1 services.

In Ohio, funding issues have hindered the state from completing the transition to Phase II wireless – the ability to automatically pinpoint the location of a wireless 9-1-1 caller – and is preventing those upgrades needed to support newer communications technologies and more robust life saving applications.

"The health of Ohio's 9-1-1 system is already marginal and without funding experts say it will be terminal," said Rep. Flowers, who along with Rep. Steven Driehaus, is introducing House Bill 550 to continue funding for wireless 9-1-1. "Currently, if you call 9-1-1 from a cell phone, the technology needed to find you may not be in place. If funding is not secured, how many Ohioans are being put at risk?"

The legislation proposed by Reps. Flowers and Driehaus would seek to extend the "Sunset" provision for an additional three years. If House Bill 550 is not passed, Ohio's wireless E9-1-1 funding source will expire on December 31, 2008 - compromising the safety of Ohioans by making it more difficult for emergency responders to locate them in an emergency. Currently, Ohio is one of the few states in the nation that does not have a permanent funding method to handle the public's wireless calls to 9-1-1.

"If we don't have a steady, dependable funding stream in place for 9-1-1, we certainly can't address today's wireless 9-1-1 challenges, let alone implement a long-term plan to support 9-1-1 for emerging technologies like text messaging," said Bill Hinkle, chairman of Ohio's 9-1-1 Council. "By securing funding now, Ohio has the opportunity to be the bellwether for other states to follow when assessing the health of their 9-1-1 system."

The press conference will take place at 10 a.m. at the Holiday Inn on North High Street in Columbus.

About the 9-1-1 Industry Alliance

The 9-1-1 Industry Alliance ("9IA") was established in December 2005 by a group of prominent industry leaders. The vision of the organization's founders is that 9IA will play an important role as the voice of industry companies on major public policy issues, and that the expertise of industry leaders can assist public policymakers and government emergency communications professionals as complex choices are made regarding advanced 9-1-1 alternatives in the years ahead. www.911alliance.org

9IA Contact
Jeff Robertson, executive director
256-527-4320
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www.911alliance.org

Health of the US 9-1-1 System

A study of the current state of technology, funding and governance of the United State 9-1-1 system with recommendations to ensure the future health of emergency communications.

by ColoComm Group, LLC: Dale Hatfield, Brad Bernthal, and Phil Weiser. Sponsored by the 9-1-1 Industry Alliance.

9-1-1 Industry Alliance
www.911alliance.org

Unlike many areas of public policy concern, the models of regulation to spur the adoption of 9-1-1 technology on both the part of governments and telecommunications providers vary widely across the several states. Indeed, the extent of the variability is so considerable that the differences cannot be neatly categorized along one dimension. For exposition purposes, we will distinguish between states by the level of statewide leadership they provide concerning the provision of E9-1-1 services, but that classification is too crude, as some states have instituted centralized bodies to address issues related to calls to PSAPs from wireless phones, but not from wireline ones. Similarly, some states have instituted statewide leadership initiatives in theory, but have failed to empower them in practice.

As noted above, many states have entirely separate governance systems to support wireless E9-1-1 than wireline E9-1-1. In Alabama, for example, the State has an E9-1-1 Coordinator, who lacks statutory or formal authority concerning wireline E9-1-1 matters, but has a wireless E9-1-1 Board that is charged with distributing funds to localities. Similarly, in Indiana, there is a state wireless E9-1-1 Board with formal authority, but no such counterpart on the wireline side, which ultimately limits the opportunities for upgrading the entirety of the 9-1-1 infrastructure.

Putting aside the gradations in authority, we conclude that the empowerment of a state 9-1-1 entity makes a material difference in facilitating faster adoption of advanced 9-1-1 technology. Compare, for example, Indiana and Ohio. In Indiana, as noted above, the state established a well-funded and empowered state wireless 9-1-1 Board with a professional executive director (currently, Ken Lowden). Consequently, it has not only implemented Phase II wireless access throughout the state, it has also developed an advanced infrastructure and emerged as a leader in migrating toward an NG9-1-1 system. Notably, Indiana has enabled non-traditional entities—like telematics services and SMS messages (on a trial basis)—to gain access to the 9-1-1 network. Meanwhile, in Ohio, there is no statewide oversight and the state relies on an advisory board structure that leaves each PSAP free to act autonomously. Notably, even though Ohio collects some 9-1-1 funding at the state level, it automatically disperses it to the local agencies and provides no accountability for how it is spent. Not surprisingly, Ohio has yet to complete the transition to Phase II wireless and, except for some local efforts (like Hamilton County), has not progressed toward an NG9-1-1 system.

The interviews we conducted with all segments of the 9-1-1 world underscored that support for PSAPs in terms of education, funding, and accountability make a considerable difference and that those states with oversight bodies are able to provide those functions far more effectively than those without oversight. These discussions echoed the findings of important studies of the state of 9-1-1, including the Hatfield Report commissioned by the FCC and a later study by the Government Accountability Office.[48] Despite the strong consensus on this point, some states—about 15 according to NENA[49]—have not developed any central 9-1-1 coordination function and have fallen

[48] *See generally* Hatfield Report, *supra* note 12.
[49] For a discussion of central coordination functions, *see* Monitor Group, *Analysis of the E9-1-1 Challenge*, at pp. 58, 77 (Dec., 2003) (*available at* http://www.911monitor.com/Analysis.pdf).

Report: Ohio's 911 Among Worst

NBC 4
updated 6:45 a.m. ET, Thurs., May. 15, 2008

WORTHINGTON, Ohio -- Ohio's 911 system faces funding issues, **NBC 4's** Mike Bowersock reported.

911 officials from all over the state came together Wednesday to hear about the importance of a renewal of funding for statewide 911 systems. The meeting came after a new national report revealed bad news for Ohioans.

"Ohio's 911 system is unable to meet the public's expectations," William Hinckle, communications director, said.

In fact, the national report showed Ohio's 911 system to be one of the worst in the nation.

"Ohio was near the bottom of the list as it ranked across the country, unfortunately," Jeff Robertson, director of 911 Alliance, said.

The report ranked the quality of Ohio's 911 system 49th out of 50 states. Part of the reason for Ohio's low score was there are two counties -- Meigs and Monroe -- that have no 911 system at all.

"It's very rare across the country that you still have to know the old sheriff's home phone number in order to get a dispatch. So, it's a shame here in Ohio that that's the case in two counties," Robertson said.

This year, marked the third year of state funding for an enhanced 911 system. The original funding program only was valid for three years. If the funding is not renewed, the quality of Ohio's 911 system could drop even further -- even though it doesn't have far to fall.

The funding bill was in the House of Representatives Wednesday. If passed, it would continue funding particularly for cellular and other wireless 911 calls. The original bill will expire Wednesday, Dec. 31 and must be renewed for funding to continue.

Stay tuned to **NBC 4** and refresh **nbc4i.com** for more information on this story.
To send a news tip or submit a story idea, e-mail **stories@nbc4i.com**
http://www.msnbc.msn.com/id/24618640/

JM Exhibit No. 3

H. R. 3403

One Hundred Tenth Congress of the United States of America

AT THE SECOND SESSION

Begun and held at the City of Washington on Thursday, the third day of January, two thousand and eight

An Act

To promote and enhance public safety by facilitating the rapid deployment of IP-enabled 911 and E–911 services, encourage the Nation's transition to a national IP-enabled emergency network, and improve 911 and E–911 access to those with disabilities.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "New and Emerging Technologies 911 Improvement Act of 2008" or the "NET 911 Improvement Act of 2008".

TITLE I—911 SERVICES AND IP–ENABLED VOICE SERVICE PROVIDERS

SEC. 101. DUTY TO PROVIDE 911 AND ENHANCED 911 SERVICE.

The Wireless Communications and Public Safety Act of 1999 is amended—

(1) by redesignating section 6 (47 U.S.C. 615b) as section 7;

(2) by inserting after section 5 the following new section:

"SEC. 6. DUTY TO PROVIDE 9–1–1 AND ENHANCED 9–1–1 SERVICE.

"(a) DUTIES.—It shall be the duty of each IP-enabled voice service provider to provide 9–1–1 service and enhanced 9–1–1 service to its subscribers in accordance with the requirements of the Federal Communications Commission, as in effect on the date of enactment of the New and Emerging Technologies 911 Improvement Act of 2008 and as such requirements may be modified by the Commission from time to time.

"(b) PARITY FOR IP-ENABLED VOICE SERVICE PROVIDERS.—An IP-enabled voice service provider that seeks capabilities to provide 9–1–1 and enhanced 9–1–1 service from an entity with ownership or control over such capabilities, to comply with its obligations under subsection (a), shall, for the exclusive purpose of complying with such obligations, have a right of access to such capabilities, including interconnection, to provide 9–1–1 and enhanced 9–1–1 service on the same rates, terms, and conditions that are provided to a provider of commercial mobile service (as such term is defined in section 332(d) of the Communications Act of 1934 (47 U.S.C. 332(d))), subject to such regulations as the Commission prescribes under subsection (c).

"(c) REGULATIONS.—The Commission—

"(1) within 90 days after the date of enactment of the New and Emerging Technologies 911 Improvement Act of 2008, shall issue regulations implementing such Act, including regulations that—

"(A) ensure that IP-enabled voice service providers have the ability to exercise their rights under subsection (b);

"(B) take into account any technical, network security, or information privacy requirements that are specific to IP-enabled voice services; and

"(C) provide, with respect to any capabilities that are not required to be made available to a commercial mobile service provider but that the Commission determines under subparagraph (B) of this paragraph or paragraph (2) are necessary for an IP-enabled voice service provider to comply with its obligations under subsection (a), that such capabilities shall be available at the same rates, terms, and conditions as would apply if such capabilities were made available to a commercial mobile service provider;

"(2) shall require IP-enabled voice service providers to which the regulations apply to register with the Commission and to establish a point of contact for public safety and government officials relative to 9–1–1 and enhanced 9–1–1 service and access; and

"(3) may modify such regulations from time to time, as necessitated by changes in the market or technology, to ensure the ability of an IP-enabled voice service provider to comply with its obligations under subsection (a) and to exercise its rights under subsection (b).

"(d) DELEGATION OF ENFORCEMENT TO STATE COMMISSIONS.—The Commission may delegate authority to enforce the regulations issued under subsection (c) to State commissions or other State or local agencies or programs with jurisdiction over emergency communications. Nothing in this section is intended to alter the authority of State commissions or other State or local agencies with jurisdiction over emergency communications, provided that the exercise of such authority is not inconsistent with Federal law or Commission requirements.

"(e) IMPLEMENTATION.—

"(1) LIMITATION.—Nothing in this section shall be construed to permit the Commission to issue regulations that require or impose a specific technology or technological standard.

"(2) ENFORCEMENT.—The Commission shall enforce this section as if this section was a part of the Communications Act of 1934. For purposes of this section, any violations of this section, or any regulations promulgated under this section, shall be considered to be a violation of the Communications Act of 1934 or a regulation promulgated under that Act, respectively.

"(f) STATE AUTHORITY OVER FEES.—

"(1) AUTHORITY.—Nothing in this Act, the Communications Act of 1934 (47 U.S.C. 151 et seq.), the New and Emerging Technologies 911 Improvement Act of 2008, or any Commission regulation or order shall prevent the imposition and collection of a fee or charge applicable to commercial mobile services or IP-enabled voice services specifically designated by a State, political subdivision thereof, Indian tribe, or village or regional

corporation serving a region established pursuant to the Alaska Native Claims Settlement Act, as amended (85 Stat. 688) for the support or implementation of 9–1–1 or enhanced 9–1–1 services, provided that the fee or charge is obligated or expended only in support of 9–1–1 and enhanced 9–1–1 services, or enhancements of such services, as specified in the provision of State or local law adopting the fee or charge. For each class of subscribers to IP-enabled voice services, the fee or charge may not exceed the amount of any such fee or charge applicable to the same class of subscribers to telecommunications services.

"(2) FEE ACCOUNTABILITY REPORT.—To ensure efficiency, transparency, and accountability in the collection and expenditure of a fee or charge for the support or implementation of 9–1–1 or enhanced 9–1–1 services, the Commission shall submit a report within 1 year after the date of enactment of the New and Emerging Technologies 911 Improvement Act of 2008, and annually thereafter, to the Committee on Commerce, Science and Transportation of the Senate and the Committee on Energy and Commerce of the House of Representatives detailing the status in each State of the collection and distribution of such fees or charges, and including findings on the amount of revenues obligated or expended by each State or political subdivision thereof for any purpose other than the purpose for which any such fees or charges are specified.

"(g) AVAILABILITY OF PSAP INFORMATION.—The Commission may compile a list of public safety answering point contact information, contact information for providers of selective routers, testing procedures, classes and types of services supported by public safety answering points, and other information concerning 9–1–1 and enhanced 9–1–1 elements, for the purpose of assisting IP-enabled voice service providers in complying with this section, and may make any portion of such information available to telecommunications carriers, wireless carriers, IP-enabled voice service providers, other emergency service providers, or the vendors to or agents of any such carriers or providers, if such availability would improve public safety.

"(h) DEVELOPMENT OF STANDARDS.—The Commission shall work cooperatively with public safety organizations, industry participants, and the E–911 Implementation Coordination Office to develop best practices that promote consistency, where appropriate, including procedures for—

"(1) defining geographic coverage areas for public safety answering points;

"(2) defining network diversity requirements for delivery of IP-enabled 9–1–1 and enhanced 9–1–1 calls;

"(3) call-handling in the event of call overflow or network outages;

"(4) public safety answering point certification and testing requirements;

"(5) validation procedures for inputting and updating location information in relevant databases; and

"(6) the format for delivering address information to public safety answering points.

"(i) RULE OF CONSTRUCTION.—Nothing in the New and Emerging Technologies 911 Improvement Act of 2008 shall be construed as altering, delaying, or otherwise limiting the ability of the Commission to enforce the Federal actions taken or rules adopted obligating an IP-enabled voice service provider to provide 9–1–1 or enhanced 9–1–1 service as of the date of enactment of the New and Emerging Technologies 911 Improvement Act of 2008."; and

(3) in section 7 (as redesignated by paragraph (1) of this section) by adding at the end the following new paragraph:

"(8) IP-ENABLED VOICE SERVICE.—The term 'IP-enabled voice service' has the meaning given the term 'interconnected VoIP service' by section 9.3 of the Federal Communications Commission's regulations (47 CFR 9.3).".

SEC. 102. MIGRATION TO IP-ENABLED EMERGENCY NETWORK.

Section 158 of the National Telecommunications and Information Administration Organization Act (47 U.S.C. 942) is amended—

(1) in subsection (b)(1), by inserting before the period at the end the following: "and for migration to an IP-enabled emergency network";

(2) by redesignating subsections (d) and (e) as subsections (e) and (f), respectively; and

(3) by inserting after subsection (c) the following new subsection:

"(d) MIGRATION PLAN REQUIRED.—

"(1) NATIONAL PLAN REQUIRED.—No more than 270 days after the date of enactment of the New and Emerging Technologies 911 Improvement Act of 2008, the Office shall develop and report to Congress on a national plan for migrating to a national IP-enabled emergency network capable of receiving and responding to all citizen-activated emergency communications and improving information sharing among all emergency response entities.

"(2) CONTENTS OF PLAN.—The plan required by paragraph (1) shall—

"(A) outline the potential benefits of such a migration;

"(B) identify barriers that must be overcome and funding mechanisms to address those barriers;

"(C) provide specific mechanisms for ensuring the IP-enabled emergency network is available in every community and is coordinated on a local, regional, and statewide basis;

"(D) identify location technology for nomadic devices and for office buildings and multi-dwelling units;

"(E) include a proposed timetable, an outline of costs, and potential savings;

"(F) provide specific legislative language, if necessary, for achieving the plan;

"(G) provide recommendations on any legislative changes, including updating definitions, that are necessary to facilitate a national IP-enabled emergency network;

"(H) assess, collect, and analyze the experiences of the public safety answering points and related public safety authorities who are conducting trial deployments of IP-enabled emergency networks as of the date of enactment

of the New and Emerging Technologies 911 Improvement Act of 2008;

"(I) identify solutions for providing 9–1–1 and enhanced 9–1–1 access to those with disabilities and needed steps to implement such solutions, including a recommended timeline; and

"(J) analyze efforts to provide automatic location for enhanced 9–1–1 services and provide recommendations on regulatory or legislative changes that are necessary to achieve automatic location for enhanced 9–1–1 services.

"(3) CONSULTATION.—In developing the plan required by paragraph (1), the Office shall consult with representatives of the public safety community, groups representing those with disabilities, technology and telecommunications providers, IP-enabled voice service providers, Telecommunications Relay Service providers, and other emergency communications providers and others it deems appropriate.".

TITLE II—PARITY OF PROTECTION

SEC. 201. LIABILITY.

(a) AMENDMENTS.—Section 4 of the Wireless Communications and Public Safety Act of 1999 (47 U.S.C. 615a) is amended—

(1) by striking "**PARITY OF PROTECTION FOR PROVISION OR USE OF WIRELESS SERVICE.**" in the section heading and inserting "**SERVICE PROVIDER PARITY OF PROTECTION.**";

(2) in subsection (a)—

(A) by striking "wireless carrier," and inserting "wireless carrier, IP-enabled voice service provider, or other emergency communications provider,";

(B) by striking "its officers" the first place it appears and inserting "their officers";

(C) by striking "emergency calls or emergency services" and inserting "emergency calls, emergency services, or other emergency communications services";

(3) in subsection (b)—

(A) by striking "using wireless 9–1–1 service shall" and inserting "using wireless 9–1–1 service, or making 9–1–1 communications via IP-enabled voice service or other emergency communications service, shall"; and

(B) by striking "that is not wireless" and inserting "that is not via wireless 9–1–1 service, IP-enabled voice service, or other emergency communications service"; and

(4) in subsection (c)—

(A) by striking "wireless 9–1–1 communications, a PSAP" and inserting "9–1–1 communications via wireless 9–1–1 service, IP-enabled voice service, or other emergency communications service, a PSAP"; and

(B) by striking "that are not wireless" and inserting "that are not via wireless 9–1–1 service, IP-enabled voice service, or other emergency communications service".

(b) DEFINITION.—Section 7 of the Wireless Communications and Public Safety Act of 1999 (as redesignated by section 101(1) of this Act) is further amended by adding at the end the following new paragraphs:

"(8) OTHER EMERGENCY COMMUNICATIONS SERVICE.—The term 'other emergency communications service' means the provision of emergency information to a public safety answering point via wire or radio communications, and may include 9–1–1 and enhanced 9–1–1 service.

"(9) OTHER EMERGENCY COMMUNICATIONS SERVICE PROVIDER.—The term 'other emergency communications service provider' means—

"(A) an entity other than a local exchange carrier, wireless carrier, or an IP-enabled voice service provider that is required by the Federal Communications Commission consistent with the Commission's authority under the Communications Act of 1934 to provide other emergency communications services; or

"(B) in the absence of a Commission requirement as described in subparagraph (A), an entity that voluntarily elects to provide other emergency communications services and is specifically authorized by the appropriate local or State 9–1–1 service governing authority to provide other emergency communications services.

"(10) ENHANCED 9–1–1 SERVICE.—The term 'enhanced 9–1–1 service' means the delivery of 9–1–1 calls with automatic number identification and automatic location identification, or successor or equivalent information features over the wireline E911 network (as defined in section 9.3 of the Federal Communications Commission's regulations (47 C.F.R. 9.3) as of the date of enactment of the New and Emerging Technologies 911 Improvement Act of 2008) and equivalent or successor networks and technologies. The term also includes any enhanced 9–1–1 service so designated by the Commission in its Report and Order in WC Docket Nos. 04–36 and 05–196, or any successor proceeding.".

TITLE III—AUTHORITY TO PROVIDE CUSTOMER INFORMATION FOR 911 PURPOSES

SEC. 301. AUTHORITY TO PROVIDE CUSTOMER INFORMATION.

Section 222 of the Communications Act of 1934 (47 U.S.C. 222) is amended—

(1) by inserting "or the user of an IP-enabled voice service (as such term is defined in section 7 of the Wireless Communications and Public Safety Act of 1999 (47 U.S.C. 615b))" after "section 332(d))" each place it appears in subsections (d)(4) and (f)(1);

(2) by striking "WIRELESS" in the heading of subsection (f); and

(3) in subsection (g), by inserting "or a provider of IP-enabled voice service (as such term is defined in section 7 of the Wireless Communications and Public Safety Act of 1999 (47 U.S.C. 615b))" after "telephone exchange service".

Speaker of the House of Representatives.

Vice President of the United States and President of the Senate.

Joint Issues Matrix

Disputed Issues Matrix
Docket No. 08-537-TP-ARB
Intrado Comm and CBT
July 22, 2008

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position	Intrado Comm Proposed Language	CBT Proposed Language
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 Comm 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 Comm interconnection rights.	INTRADO COMM has been granted authority to provide competitive emergency telecommunications services (which have been deemed to be telephone exchange services by the Commission) within the areas of Ohio where it intends to provide services pursuant to this Agreement. Nothing in this Agreement shall prevent INTRADO COMM from seeking expanded authority from the Commission to offer other telephone exchange services.	INTRADO COMM has been granted authority to provide competitive emergency telecommunications services ~~(which have been deemed to be telephone exchange services by the Commission)~~ within the areas of Ohio where it intends to provide services pursuant to this Agreement. Nothing in this Agreement shall prevent INTRADO COMM from seeking expanded authority from the Commission to offer other ~~telephone exchange~~ services.
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, 3.8.7	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 Comm uses to deliver traffic to CBT to deliver traffic back to Intrado Comm and can use one or multiple POIs at its discretion.	3.2.2 Interconnection ~~in the LATA~~ shall be accomplished at any technically feasible point of Interconnection (an "Interconnection Point") by any technically feasible means, including (i) a Fiber-Meet as provided in Section 3.3, or (ii) Collocation at any technically feasible Premise as provided in Article XII. For Interconnection methods other than a Fiber-Meet, INTRADO COMM will have the right to designate the Interconnection Point(s) ~~in the LATA~~. CBT may use the same	3.2.2 Interconnection in the LATA shall be accomplished at any technically feasible point of Interconnection (an "Interconnection Point") by any technically feasible means, including (i) a Fiber-Meet as provided in Section 3.3, or (ii) Collocation at any technically feasible Premise as provided in Article XII. For Interconnection methods other than a Fiber-Meet, INTRADO COMM will have the right to designate the Interconnection Point(s) in the LATA. CBT may use the same

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position	Intrado Comm Proposed Language	CBT Proposed Language
				Interconnection Point(s) designated by INTRADO COMM to interconnect with INTRADO COMM's network. For Interconnection by Fiber-Meet, the Parties shall mutually agree on the Interconnection Point(s). There will be at least one (1) Interconnection Point within the LATA; however, INTRADO COMM may designate additional Interconnection Points ~~in the LATA~~, subject to the terms and conditions of this Article III. 3.3.3 INTRADO COMM shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the INTRADO COMM Interconnection Switching Center ("MISC") identified ~~for that LATA~~ in Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V. 3.8.7 Arrangements Where INTRADO COMM Is a Designated E-911 Service Provider. In geographic areas where INTRADO COMM serves as a Designated E-911 Service Provider, CBT will	Interconnection Point(s) designated by INTRADO COMM to interconnect with INTRADO COMM's network. For Interconnection by Fiber-Meet, the Parties shall mutually agree on the Interconnection Point(s). There will be at least one (1) Interconnection Point within the LATA; however, INTRADO COMM may designate additional Interconnection Points in the LATA, subject to the terms and conditions of this Article III. 3.3.3 INTRADO COMM shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the INTRADO COMM Interconnection Switching Center ("MISC") identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V. 3.8.7 Arrangements Where INTRADO COMM Is a Designated E-911 Service Provider. In geographic areas where INTRADO COMM serves as a Designated E-911 Service Provider, CBT will

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position	Intrado Comm Proposed Language	CBT Proposed Language
				provide trunking to two (2) geographically diverse POI(s) serving INTRADO COMM's Intelligent Emergency Network® for the delivery of E-911 traffic originated by CBT's end users to PSAPs served by INTRADO COMM's Selective Routing system. Neither Party shall have the obligation to terminate any E-911 Service traffic originating with a third-party service provider under this Agreement.	provide trunking to ~~two (2) geographically diverse~~ POI(s) serving INTRADO COMM's Intelligent Emergency Network® for the delivery of E-911 traffic ~~originated by CBT's end users~~ to PSAPs served by INTRADO COMM's Selective Routing system. ~~Neither Party shall have the obligation to terminate any E-911 Service traffic originating with a third-party service provider under this Agreement.~~
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?	§§ 3.8.7.2, 3.8.7.3	Intrado Comm seeks to include language in the interconnection agreement that would require the use of "line attribute routing" 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.	3.8.7.2 CBT shall provision separate and identifiable trunk groups for each CBT End Office. CBT may aggregate and/or transport E-911 traffic from its chosen location to an INTRADO COMM Intelligent Emergency Network® mutually agreed POI. 3.8.7.3 CBT shall not deliver its Customers' E-911 Service calls originating outside of INTRADO COMM's E-911 serving area to INTRADO COMM's network except as noted in this Section. (a) Split Wire Center Call Delivery Exception – Where it is	3.8.7.2 ~~CBT shall provision separate and identifiable trunk groups for each CBT End Office.~~ CBT may aggregate and/or transport E-911 traffic from its chosen location to an INTRADO COMM Intelligent Emergency Network® mutually agreed POI. 3.8.7.3 Intentionally Omitted.

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position	Intrado Comm Proposed Language	CBT Proposed Language
				technically infeasible for CBT to segregate its Customers' E-911 Service call traffic associated with an End Office Wire Center and where an End Office Wire Center serves Customers both within and outside of the INTRADO COMM's network serving area, CBT shall work cooperatively with INTRADO COMM and the affected E911 Authority(ies) to: (i) to establish call routing and/or call handoff arrangements; (ii) to establish which Designated E-911 Service Provider will sort the E-911 Service traffic offered over direct trunking from the split End Office Wire Center to determine which calls must be handed-off; and (iii) to establish which Designated E-911 Service Provider will be receiving a call hand-off from the Designated E-911 Service Provider performing the call sorting function. (b) Split Wire Center Call Delivery Cost – CBT shall be	

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position	Intrado Comm Proposed Language	CBT Proposed Language
				responsible for any and all costs incurred by INTRADO COMM resulting from CBT's inability to segregate its Customers' E-911 Service call traffic at an end office level and resulting in call hand-offs from INTRADO COMM's network to another E-911 service provider's network. (c) Split Wire Center "Partially Deployed" 911 Exception – Where CBT is technically incapable of segregating its Customers' or E-911 Service call traffic associated with a specific Wire Center and where the Wire Center serves Customers that are within INTRADO COMM's network serving area and E911 Authorities that have not deployed E-911 Services, E-911 Service call traffic for the entire End Office shall be delivered to INTRADO COMM for call delivery to the appropriate E911 Authority.	
Issue 4 **(Petition Section II.C.)** Is Intrado Comm required to accept third-party originated 911 Service or E-911 Service	§§ 3.8.7	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	Intrado Comm cannot force other carriers to interconnect with it directly; Intrado Comm is obligated to enter into interconnection arrangements with any other carrier	3.8.7 Arrangements Where INTRADO COMM Is a Designated E-911 Service Provider. In geographic areas where INTRADO COMM serves as a Designated E-	3.8.7 Arrangements Where INTRADO COMM Is a Designated E-911 Service Provider. In geographic areas where INTRADO COMM serves as a Designated E-

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position	Intrado Comm Proposed Language	CBT Proposed Language
traffic from CBT over trunk groups installed exclusively for the mutual exchange of Intrado Comm and CBT traffic?		doing so affects quality of service, network reliability, and network efficiency.	that makes a request and must terminate all traffic destined to customers on its network, whether received directly or indirectly through CBT.	911 Service Provider, CBT will provide trunking to two (2) geographically diverse POI(s) serving INTRADO COMM's Intelligent Emergency Network® for the delivery of E-911 traffic originated by CBT's end users to PSAPs served by INTRADO COMM's Selective Routing system. Neither Party shall have the obligation to terminate any E-911 Service traffic originating with a third-party service provider under this Agreement.	911 Service Provider, CBT will provide trunking to ~~two (2) geographically diverse~~ POI(s) serving INTRADO COMM's Intelligent Emergency Network® for the delivery of E-911 traffic ~~originated by CBT's end users~~ to PSAPs served by INTRADO COMM's Selective Routing system. ~~Neither Party shall have the obligation to terminate any E-911 Service traffic originating with a third-party service provider under this Agreement.~~
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?	§§ 3.8.7.1, 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.	3.8.7.1 CBT will provide E9-1-1 facility transport to the mutually agreed POI exclusively used for termination of E-911 Service traffic on the INTRADO COMM Intelligent Emergency Network®. The transport facility must be capable of termination at a DS1 level. CBT will order from INTRADO COMM a sufficient quantity of DS1 and DS0 terminations to INTRADO COMM's E-911 network via the INTRADO COMM Port Service Request (PSR) process, in quantities such that a P.01 grade of service is maintained for the End	3.8.7.1 CBT will provide E9-1-1 facility transport to the mutually agreed POI exclusively used for termination of E-911 Service traffic on the INTRADO COMM Intelligent Emergency Network®. The transport facility must be capable of termination at a DS1 level. CBT will order from INTRADO COMM a sufficient quantity of DS1 and DS0 terminations to INTRADO COMM's E-911 network via the INTRADO COMM Port Service Request (PSR) process, in quantities such that a P.01 grade of service is maintained for the ~~End~~

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position	Intrado Comm Proposed Language	CBT Proposed Language
				Office trunk group established for use by CBT's Customers. INTRADO COMM will timely provision such DS1 and DS0 ports and provide the facilities from the POI to the INTRADO COMM Intelligent Emergency Network® ~~at no charge to CBT~~. CBT shall utilize Signaling System 7 (SS7) signaling protocol for DS0 terminations to INTRADO COMM's Intelligent Emergency Network®. 3.8.7.2 CBT shall provision separate and identifiable trunk groups for each CBT End Office. CBT may aggregate and/or transport E-911 traffic from its chosen location to an INTRADO COMM Intelligent Emergency Network® mutually agreed POI. 3.8.7.8 Each Party will use NENA Recommended Standards and Network Reliability and Interoperability Committee 911 recommendations when engineering 911 trunking and transport on their respective side of the POI.	~~Office~~ trunk group established for use by CBT's Customers. INTRADO COMM will timely provision such DS1 and DS0 ports and provide the facilities from the POI to the INTRADO COMM Intelligent Emergency Network® at no charge to CBT. CBT shall utilize Signaling System 7 (SS7) signaling protocol for DS0 terminations to INTRADO COMM's Intelligent Emergency Network®. 3.8.7.2 ~~CBT shall provision separate and identifiable trunk groups for each CBT End Office.~~ CBT may aggregate and/or transport E-911 traffic from its chosen location to an INTRADO COMM Intelligent Emergency Network® mutually agreed POI. 3.8.7.8 Intentionally Omitted.

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position	Intrado Comm Proposed Language	CBT Proposed Language
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, CBT Pricing Schedule, Intrado Comm 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 Comm does not have the right to charge CBT for interconnection trunk ports.	3.8.7.1 CBT will provide E9-1-1 facility transport to the mutually agreed POI exclusively used for termination of E-911 Service traffic on the INTRADO COMM Intelligent Emergency Network®. The transport facility must be capable of termination at a DS1 level. CBT will order from INTRADO COMM a sufficient quantity of DS1 and DS0 terminations to INTRADO COMM's E-911 network via the INTRADO COMM Port Service Request (PSR) process, in quantities such that a P.01 grade of service is maintained for the End Office trunk group established for use by CBT's Customers. INTRADO COMM will timely provision such DS1 and DS0 ports and provide the facilities from the POI to the INTRADO COMM Intelligent Emergency Network® ~~at no charge to CBT~~. CBT shall utilize Signaling System 7 (SS7) signaling protocol for DS0 terminations to INTRADO COMM's Intelligent Emergency Network®. CBT Pricing Schedule	3.8.7.1 CBT will provide E9-1-1 facility transport to the mutually agreed POI exclusively used for termination of E-911 Service traffic on the INTRADO COMM Intelligent Emergency Network®. The transport facility must be capable of termination at a DS1 level. CBT will order from INTRADO COMM a sufficient quantity of DS1 and DS0 terminations to INTRADO COMM's E-911 network via the INTRADO COMM Port Service Request (PSR) process, in quantities such that a P.01 grade of service is maintained for the ~~End Office~~ trunk group established for use by CBT's Customers. INTRADO COMM will timely provision such DS1 and DS0 ports and provide the facilities from the POI to the INTRADO COMM Intelligent Emergency Network® at no charge to CBT. CBT shall utilize Signaling System 7 (SS7) signaling protocol for DS0 terminations to INTRADO COMM's Intelligent Emergency Network®. CBT Pricing Schedule

Issue & Petition Section	ICA Sections	Intrado Comm Position	CBT Position	Intrado Comm Proposed Language	CBT Proposed Language
				Intrado Comm Pricing Schedule	
Issue 7 **(Added by CBT)** Should Intrado Comm be required to timely provision interconnection trunks?	§ 3.8.7.1	**RESOLVED** – Intrado Comm has accepted the majority of CBT's proposed language and the remaining disputed language is listed under Issue 6: INTRADO COMM will timely provision such DS1 and DS0 ports and provide the facilities from the POI to the INTRADO COMM Intelligent Emergency Network® ~~at no charge to CBT~~.			
Issue 8 **(Added by CBT)** Should the interconnection agreement address non-telecommunications traffic?	§ 8.2	**RESOLVED** – Intrado Comm has accepted CBT's originally proposed language as follows: 8.2 Transit Service Defined. "Transit Service" means the delivery of Local Traffic, Information Access Traffic and IntraLATA Toll Traffic between INTRADO COMM and a third-party LEC or CMRS provider by CBT over the Local/IntraLATA Trunks. Inter-Selective Router E9-1-1 call transfers shall not be considered Transit Service.			
Issue 9 **(Added by CBT)** Should other redlined language be resolved?	Various	**RESOLVED** – The Parties have reached agreement on the non-substantive changes to be made to the interconnection agreement for capitalization, etc.			

Summary: Petition for Arbitration - Arbitration Package electronically filed by Teresa Orahood on behalf of Intrado Communications Inc.