

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
Issue 1 Where should the points of interconnection be located and what terms and conditions should apply with regard to interconnection and transport of traffic?	911 Att. §§ 1.3, 1.4, 1.5, 1.6.2, 1.7.3, 2.3.1 Glossary §§ 2.63, 2.67	The POI for 911/E-911 service traffic is historically located at the selective router serving the PSAP to which the 911 call is destined. When Verizon is the 911/E-911 Service Provider, the POI will be at Verizon’s selective router. When Intrado Comm is the 911/E-911 Service Provider, Verizon will aggregate and/or transport its end users’ 911 calls destined for Intrado Comm’s PSAP customers to two, geographically diverse POIs on Intrado Comm’s network. Intrado Comm’s proposal is consistent with the interconnection arrangements Verizon has developed for use in its own network and those that Verizon imposes on CLECs interconnecting with Verizon’s network. Intrado Comm’s proposal is also consistent with the Commission’s previous findings that the “point of interconnection to the wireline E9-1-1 network is at the selective router of the E9-1-1 network provider. . . and each party bears the cost of getting to the point of interconnection” and “responsible for delivering its traffic to an Intrado selective router.”	The Act and the FCC’s implementing regulations require Intrado Comm to interconnect with Verizon at a technically feasible point of interconnection (“POI”) <i>on Verizon’s network</i>. Section 251(c), under which Intrado Comm seeks interconnection, states that each incumbent local exchange carrier has the duty to provide “interconnection with the local exchange carrier’s network . . . at any technically feasible point within the carrier’s network.” 47 U.S.C. § 251(c)(2)(B). The FCC’s rule implementing this provision, Rule 51.305, likewise makes clear that the incumbent LEC must provide interconnection with its network “[a]t any technically feasible point <i>within the incumbent LEC’s network</i>” (emphasis added). Verizon is, therefore, <i>not</i> required to interconnect with Intrado Comm at POIs on Intrado Comm’s network, as Intrado Comm is demanding here, and the Commission must reject Intrado Comm’s proposal. Verizon has no obligation to build out its network to transport 911/E-911 Calls to Intrado Comm’s network, let alone to any number of points Intrado Comm designates, anywhere in Intrado Comm’s network, inside or outside Ohio (which Intrado	911 § 1.3 Interconnection for <u><i>Delivery Exchange</i></u> of 911/E-911 Calls <i>From Verizon to Intrado Comm between the Parties</i> 1.3.1 <u>For areas where Verizon is the 911/E-911 Service Provider, Each Party Verizon</u> shall provide to <i>the other Party Intrado Comm</i>, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Verizon’s network in a LATA, for the transmission and routing of 911/E-911 Calls <i>from Verizon to Intrado Comm for the transmission and routing of such 911/E-911 Calls</i> by <u>Verizon End Users Intrado Comm</u> to PSAPs for which <u>Intrado Comm Verizon</u> is the 911/E-911 Service Provider. By way of example, <u>for areas where Verizon is the 911/E-911 Service Provider</u>, a technically feasible Point of Interconnection on Verizon’s network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center, Verizon End Office Interconnection Wire Center, or Verizon 911 Tandem/Selective Router Interconnection Wire Center, but, notwithstanding any other provision of this Agreement or a Tariff or otherwise, would not include an Intrado Comm Interconnection Wire Center, Intrado Comm switch or selective router, or any portion of a transport facility provided by Verizon to Intrado Comm or another party between (x) a Verizon Interconnection Wire Center, switch or selective router and (y) the Interconnection Wire Center, switch or selective router of Intrado Comm or another party. For brevity’s sake, the foregoing examples of locations that, respectively, are and are not “on Verizon’s network” shall apply (and are hereby incorporated by reference) each time the term “on Verizon’s network” is used in this Agreement. 1.3.2 <u>For areas where Intrado Comm is the 911/E-911 Service Provider, Intrado Comm shall provide to Verizon, in accordance with this Agreement, interconnection at a minimum of two (2) geographically diverse technically feasible Point(s) of Interconnection on Intrado Comm’s network for the transmission and routing of 911/E-911 Calls to PSAPs for which Intrado Comm is the 911/E-911 Service</u>

1

1

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
			Comm’s broad language would allow). Because Verizon’s existing networks for transporting 911/E-911 Calls are intraLATA networks, for 911/E-911 Calls originated by Verizon end users to Intrado Comm-served PSAPs, Intrado Comm must interconnect with Verizon at a POI on Verizon’s network in the LATA where the Verizon-served PSAP from which or to which a call is being transferred, is located. As is more fully discussed under Issue 10, because the POI must be on Verizon’s network, the pricing provisions of the 911 Attachment and Pricing Attachment must reflect that Intrado Comm: (a) is responsible for the cost of transporting 911/E-911 Calls outside of Verizon’s network (e.g., in each direction between Verizon’s network and Intrado Comm’s network), (b) may not bill Verizon for interconnection with the Intrado Comm network or for transport facilities or	<u>Provider.</u> 1.3.2.1 <u>Verizon shall deliver Verizon End User 911/E-911 Calls with ANI to the Intrado Comm 911 Tandem/Selective Router.</u> 1.3.2.2 <u>Verizon shall not deliver a Verizon End User’s 911/E-911 Call originating outside of Intrado Comm’s 911/E-911 serving area to Intrado Comm’s network except as set forth in Section 1.3.2.3.</u> 1.3.2.3 <u>Split Wire Center Call Delivery Exception – Where it is technically infeasible for Verizon to segregate Verizon End Users’ 911/E-911 Calls associated with an End Office Wire Center and where an End Office Wire Center serves Verizon End Users both within and outside of the Intrado Comm’s 911/E-911 network serving area, Verizon shall work cooperatively with Intrado Comm and the affected Controlling 911 Authority(ies) to establish call routing and/or call handoff between the Parties.</u> 1.3.3 <u>Intentionally Left Blank.</u><i>The Parties shall establish POI(s) in accordance with the preceding paragraph of this Section 1.3.1 at technically feasible Point(s) of Interconnection on Verizon’s network in each LATA in which Verizon End Users originate 911/E-911 Calls bound to a PSAP for which Intrado Comm is the 911/E-911 Service Provider, so that Verizon may deliver such Verizon End User 911/E-911 Calls to Intrado Comm in the LATA in which the 911/E-911 Calls originate. Verizon shall have no obligation, and may decline: (a) to transport 911/E-911 Calls from one LATA to another LATA; and, (b) to provide interLATA facilities or services to transport 911/E-911 Calls.</i> 1.3.4 <i>1.3.2 For areas where Intrado Comm is the 911/E-911 Service Provider,</i> Verizon shall provide for transmission and routing of

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			services, (c) must pay Verizon for interconnection with Verizon’s network (e.g., for collocation), and (d) must pay Verizon for any Verizon-provided facilities or services used to transport 911/E-911 Calls between a POI on Verizon’s network and Intrado Comm’s network. This issue with respect to placement of the POI is driving this arbitration. Intrado Comm’s positions and related language on a number of issues in the arbitration incorrectly assume that Intrado Comm may place the POI(s) anywhere it wishes on its own network. Once the Commission rejects this unlawful position, many of the issues in this arbitration will be resolved. Verizon’s position is consistent with the Commission’s findings in the Intrado/Embarq and Intrado/Cincinnati Bell arbitrations that the requirements of Section 251(c) of the Act are applicable only to interconnection by a requesting carrier within the ILEC’s network. <i>Petition of Intrado Comm., Inc. for Arbitration with Cincinnati Bell, Case No. 08-537-TP-ARB</i>, Arbitration Award, at 8 (Oct. 8, 2008); and <i>Petition of Intrado Comm., Inc. for Arbitration with Embarq., Case No. 07-</i>	911/E-911 Calls <u>with ANI</u> from Verizon End Users <u>destined for Intrado Comm’s PSAP Customers</u> to the POI(s) established by the Parties <u>at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA</u>. In providing for transmission and routing of 911/E-911 Calls from Verizon End Users to the POI(s) established by the Parties <u>at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA</u>, Verizon shall <u>have the right to use such services, trunks, facilities, arrangements and the like (including, but not limited to, switches and selective routers located at points between the Verizon End Users and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA) as Verizon in Verizon’s sole discretion may decide to use. For the avoidance of any doubt and without in any way limiting Verizon’s rights under the preceding sentence, in providing for transmission and routing of a 911/E-911 Call from a Verizon End User to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA, Verizon, in Verizon’s sole discretion, may elect to use one or more switches or selective routers located between the End Office serving the Verizon End User and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA.;</u> (i) <u>interconnect with the Intrado Comm 911 Tandem/Selective Router or interface point that serves Intrado Comm’s PSAP Customer in accordance with the requirements of Section 1.3.2;</u> (ii) <u>provide a minimum of two (2) one-way outgoing 911/E-911 trunks over diversely routed facilities, where available, that are dedicated for originating 911/E-911 Calls from Verizon’s End Office(s) to the Intrado Comm 911 Tandem/Selective Router(s) or interface point(s), using SS7 signaling where available, as necessary;</u> (iii) <u>provide sufficient trunks and facilities to route 911/E-911 Calls to the Intrado Comm 911 Tandem/Selective Router(s) or interface</u>

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			2326-TP-ARB, Arbitration Award, at 8 (Sept. 24, 2008).	<u>point(s):</u> (iv) <u>determine the proper quantity of trunks and facilities from its End Office switch(es) to the Intrado Comm 911 Tandem/Selective Router(s) or interface point(s);</u> (v) <u>engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority;</u> (vi) <u>monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes, and order or otherwise provide adequate additional trunks and/or facilities if a traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 911/E-911 Call volumes;</u> (vii) <u>promptly test all 911/E-911 trunks and facilities between the Parties’ networks and the Intrado Comm 911 Tandem/Selective Router(s) or interface point(s) to assure proper functioning of 911/E-911 arrangements; and</u> (viii) <u>isolate, coordinate and restore all 911/E-911 network maintenance problems from its switch(es) to the Intrado Comm 911 Tandem/Selective Router(s) or interface points.</u> <u>1.3.5 1.3.3 For areas where Intrado Comm is the 911/E-911 Service Provider.</u> Intrado Comm, at its own expense, shall provide transport for 911/E-911 Calls from the POI(s) established by the Parties pursuant to <u>Section 1.3.2 at technically feasible Point(s) of Interconnection on Verizon’s network in a LAT4</u> to the PSAPs for which Intrado Comm is the 911/E-911 Service Provider. If Intrado Comm obtains such transport from Verizon, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in <i>Verizon’s applicable Tariffs and</i>

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				this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm’s network with Verizon’s network). <u>1.3.6 For areas where Verizon is the 911/E-911 Service Provider.</u> Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in <i>Verizon’s applicable Tariffs and</i> this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA <u>pursuant to Section 1.3.1</u> and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm’s network with Verizon’s network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm. <u>1.3.7 For areas where Intrado Comm is the 911/E-911 Service Provider, Verizon shall pay to Intrado Comm the full Intrado Comm rates and charges (as set out in this Agreement) for interconnection established by the Parties on Intrado Comm’s network for any services, facilities and/or arrangements provided by Intrado Comm for such interconnection.</u> <u>911 § 1.4</u> Interconnection for Inter-PSAP Transfer of 911/E-911 Calls 1.4.1 Where the Controlling 911 Authority for a PSAP for which Verizon is the 911/E-911 Service Provider and the Controlling 911 Authority for a PSAP for which Intrado Comm is the 911/E-911 Service

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				Provider agree to transfer 911/E-911 Calls from one PSAP to the other PSAP and each Controlling 911 Authority requests its 911/E-911 Service Provider to establish arrangements for such 911/E-911 Call transfers, each Party shall <i>provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Verizon's network in a LATA, for the transmission and routing of 911/E-911 Calls from a PSAP for which one Party is the 911/E-911 Service Provider to a PSAP for which the other Party is the 911/E-911 Service Provider. The technically feasible Point(s) of Interconnection on Verizon's network in a LATA shall be as described in Section 1.3.1, above</i> <u>establish the trunking and routing arrangements necessary to accomplish such inter-PSAP transfer using the interconnection arrangements established by the Parties pursuant to Section 1.3 above.</u> <i>The POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA in accordance with the preceding paragraph of this Section 1.4.1 shall be located in the LATA where the PSAP for which Verizon is the 911/E-911 Service Provider and to which or from which a 911/E-911 Call is to be transferred is located. Verizon shall have no obligation, and may decline: (a) to transport 911/E-911 Calls from one LATA to another LATA; and, (b) to provide interLATA facilities or services to transport 911/E-911 Calls.</i> 1.4.2 For the transfer of 911/E-911 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, each Party, at its own expense, shall provide transport between the <u>911 Tandem/Selective Router serving its PSAP for which such Party is the 911/E-911 Service Provider</u> and the POI(s) established by the Parties <i>at technically feasible Point(s) of Interconnection on Verizon's network in a LATA. If Intrado Comm obtains from Verizon transport between the PSAPs for which Intrado Comm is the 911/E-911 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's</i>

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				<i>network in a LATA, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon’s applicable Verizon Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm’s network with Verizon’s network).</i> <i>Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon’s applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm’s network with Verizon’s network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm. Each Party will be responsible for maintaining the facilities on its respective side of the POI(s) for inter-911 Tandem/Selective Router trunks.</i> <u>1.4.2.1 For transfers of 911/E-911 Calls destined for Intrado Comm’s PSAP Customer, the Parties shall exchange such 911/E-911 Calls at the POI(s) established by the Parties pursuant to Section 1.3.2.</u> <u>1.4.2.2 For transfers of 911/E-911 Calls destined for Verizon’s PSAP Customer, the Parties shall exchange such 911/E-911 Calls at the POI(s) established by the Parties pursuant to Section 1.3.1.</u> <u>1.4.4 The Parties will maintain appropriate inter-911 Tandem/Selective Router dial plans to support inter-PSAP transfer and</u>

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				<u>shall notify the other of changes, additions, or deletions to their inter-PSAP transfer dial plans.</u> <u>911 § 1.5</u> Initiating Interconnection in a LATA 1.5.1 <i>For each LATA in which <u>When</u></i> Intrado Comm becomes the 911/E-911 Service Provider for a PSAP to which Verizon End Users originate 911/E-911 Calls and <u>for which additional interconnection arrangements between the Parties need to be established in which the Parties are not already interconnected pursuant to this Agreement</u>, Intrado Comm shall provide written notice to Verizon of the need to establish <u>such</u> interconnection <i>in such LATA</i> pursuant to this Agreement. 1.5.2 <u>After receiving t/T</u>the notice provided in Section 1.5.1 above, <u>the Parties shall work cooperatively to (a) designate a minimum of two (2) geographically diverse POIs to be established on Intrado Comm’s network if such POIs have not already been established shall include (a) the proposed POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon’s network in the relevant LATA in accordance with this Agreement; (b) agree on the Intrado Comm’s intended interconnection activation date; (c) <u>create</u> a forecast of Intrado Comm’s trunking requirements; and (d) <u>provide</u> such other information as <u>each Party Verizon</u> shall reasonably request in order to facilitate interconnection.</u> 1.5.3 The interconnection activation date <i>in the new LATA</i> shall be mutually agreed to by the Parties <i>after receipt by Verizon of all necessary information as indicated above.</i> Within ten (10) Business Days of Verizon’s receipt of Intrado Comm’s notice provided for in Section 1.5.1 above, Verizon and Intrado Comm shall confirm the POI(s) to be established <u>on Intrado Comm’s network at technically feasible Point(s) of Interconnection on Verizon’s network in the new LATA</u> and the mutually agreed upon the interconnection activation date for the new

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				<u>interconnection arrangements LATA</u>. 1.5.4 Prior to establishing <u>the new</u> interconnection <u>arrangements in a LATA</u>, the Parties shall conduct a joint planning meeting (“Joint Planning Meeting”). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s) <i>to be established at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA</i>. 911 § 1.6.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection <i>in a LATA</i>, on a semi-annual basis, <u>each Party Intrado Comm</u> shall submit a good faith forecast to <u>the other Party Verizon</u> of the number of trunks that <i>Intrado Comm each Party</i> anticipates <u>the other Party Verizon</u> will need to provide during the ensuing two (2) year period for the exchange of traffic between Intrado Comm and Verizon. <u>Both Parties’ Intrado Comm</u>’s trunk forecasts shall conform to the Verizon Trunk Forecast Guidelines as in effect at that time. <i>Intrado Comm Each Party</i> also shall provide a new or revised traffic forecast that <u>complies with the Verizon Trunk Forecast Guidelines</u> when <u>one Party Intrado Comm</u> develops plans or becomes aware of information that will materially affect the Parties’ interconnection. 911 § 1.7.3 <i>Notwithstanding any other provision of this Agreement or a Tariff or otherwise Except as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment</i>, for 911/E-911 Calls delivered by Intrado Comm to Verizon pursuant to Section 1.4 above, Verizon shall not bill to Intrado Comm, and Intrado Comm shall not be obligated to pay to Verizon, any charges (including, but not limited to Reciprocal Compensation Charges, Intercarrier Compensation Charges, or Exchange Access Service Charges) for the transport of such 911/E-911 Calls from the POI(s) established by the Parties at technically feasible Point(s) of

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				Interconnection on Verizon’s network in a LATA to PSAPs for which Verizon is the 911/E-911 Service Provider. However, for the avoidance of any doubt, notwithstanding anything in the preceding sentence of this Section 1.7.3 or in any other provision of this Agreement or a Tariff or otherwise, Intrado Comm shall be obligated to pay to Verizon: (a) the full Verizon rates and charges (as set out in <i>Verizon’s applicable Tariffs and this Agreement</i>) for <i>transport, services, facilities and/or arrangements obtained by Intrado Comm from Verizon for transport of 911/E-911 Calls from a PSAP for which Intrado Comm is the 911/E-911 Service Provider to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] used by Intrado Comm for transport of 911/E-911 Calls from a PSAP for which Intrado Comm is the 911/E-911 Service Provider to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA, and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm’s network with Verizon’s network</i>); and, (b) the full Verizon rates and charges (as provided for in <i>Verizon’s applicable Tariffs and this Agreement</i>) for interconnection of Intrado Comm’s network with Verizon’s network at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm’s network with Verizon’s network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm. <u>When Intrado Comm is the 911/E-911 Service Provider, Verizon shall pay to Intrado Comm the full Intrado Comm rates and charges (as set out in this Agreement) for interconnection at the POI(s) established by the Parties on Intrado Comm’s network for any services, facilities and/or</u>

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				<u>arrangements provided by Intrado Comm for such interconnection.</u> 911 § 2.3.1 . . . services, facilities and/or arrangements provided by Verizon in connection with 911/E-911 Calls from a Verizon End User to a PSAP for which Intrado Comm is the 911/E-911 Service Provider (including, but not limited to, charges for the transmission and routing of 911/E-911 Calls from Verizon End Users to the technically feasible Point(s) of Interconnection <i>on Verizon’s network in a LAT</i>); <u>Glossary § 2.63</u> 911/E-911 Service Provider. A Telecommunications Carrier authorized to provide 911/E-911 network Telecommunications Services within a particular area (such as a county, city or other jurisdiction). A 911/E-911 Service Provider may also be authorized to provide 911/E-911 ALI Database services within an area where it is authorized to provide 911/E-911 network Telecommunications Services. For the purposes of this Agreement only, as between Intrado Comm and Verizon: (a) Intrado Comm shall be deemed to be the 911/E-911 Service Provider for an area and the PSAP(s) serving that area, if Intrado Comm has been selected by the Controlling 911 Authority for that area to provide 911/E-911 network Telecommunications Services for that area and the PSAP(s) serving that area and to directly interconnect with the PSAP(s) and provide transmission and routing of 911/E-911 Calls from <u>a Verizon’s End User network (i.e., from the technically feasible Point(s) of Interconnection on Verizon’s network in a LAT</u> where <i>Intrado Comm interconnects with Verizon</i>) to the PSAP(s); and, (b) Verizon shall be deemed to be the 911/E-911 Service Provider for an area and the PSAP(s) serving that area, if Verizon has been selected by the Controlling 911 Authority for that area to provide 911/E-911 network

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				Telecommunications Services for that area and the PSAP(s) serving that area and to directly interconnect with the PSAP(s) and provide transmission and routing of 911/E-911 Calls from Verizon’s network to the PSAP(s). <u>Glossary § 2.67</u> POI (Point of Interconnection). The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the 911 Attachment, a Point of Interconnection shall be at a technically feasible point on Verizon’s network in a LATA <u>when Verizon is the 911/E-911 Service Provider, and a Point of Interconnection shall be at a technically feasible point on Intrado Comm’s network when Intrado Comm is the 911/E-911 Service Provider.</u> <i><u>By way of example, a technically feasible Point of Interconnection on Verizon’s network in a LATA would include an applicable Verizon Tandem Interconnection Wire Center, Verizon End Office Interconnection Wire Center, or Verizon 911 Tandem/Selective Router Interconnection Wire Center, but, notwithstanding any other provision of this Agreement or a Tariff or otherwise, would not include an Intrado Comm Interconnection Wire Center, Intrado Comm switch or selective router, or any portion of a transport facility provided by Verizon to Intrado Comm or another party between (x) a Verizon Interconnection Wire Center, switch or selective router and (y) the Interconnection Wire Center, switch or selective router of Intrado Comm or another party.</u></i>
Issue 2 Whether the Parties should implement inter-selective router trunking and what terms and conditions	911 Att. § 1.4	The establishment of inter-selective router trunking will allow the ANI and ALI associated with an emergency call (<i>i.e.</i> , the information needed by the public safety agency to address the caller’s emergency) to remain with that communication when it is transferred to the other selective router.	Sometimes, a 911/E-911 Call may be directed to the wrong public safety answering point (“PSAP”). This may occur, for example, in the case of a wireless call because of a lack of identification of the caller’s exact location. In the case of a misdirected 911/E-911 Call, the PSAP that	911 § 1.4 Interconnection for Inter-PSAP Transfer of 911/E-911 Calls 1.4.1 Where the Controlling 911 Authority for a PSAP for which Verizon is the 911/E-911 Service Provider and the Controlling 911 Authority for a PSAP for which Intrado Comm is the 911/E-911 Service Provider agree to transfer 911/E-911 Calls from one PSAP to the other PSAP and each Controlling 911 Authority requests its 911/E-911 Service Provider to establish arrangements for such 911/E-911 Call transfers, each

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should govern the exchange of 911/E-911 Calls between the Parties.		Verizon performs this type of routing within its own network and with other 911/E-911 Service Providers. Inter-selective router calls should be exchanged by the Parties at the POI(s) established for the Parties’ exchange of other 911/E-911 Calls. Each Party should be required to maintain appropriate updates and routing translations for 911/E-911 services and call transfers.	received the call may wish to transfer the call to the correct PSAP. Where the PSAPs served by Verizon and Intrado Comm have agreed to transfer misdirected 911/E-911 Calls between the PSAPs, Verizon will work with Intrado Comm to establish arrangements for the transfer of calls. But the interconnection agreement cannot impose requirements on a PSAP without its agreement, as Intrado Comm’s language would do. Verizon does not disagree with Intrado Comm’s general proposal that calls being transferred from one Party’s PSAP to other Party’s PSAP should be transferred by means of inter-911 Tandem/Selective Router trunking. However, Intrado Comm’s proposal for inter-911 Tandem/Selective Router arrangements assumes that Intrado Comm may require Verizon to deliver 911/E-911 Calls being transferred from a Verizon-served PSAP to an Intrado Comm-served PSAP at a POI on Intrado Comm’s network. Verizon cannot be forced to build out its network to a POI on Intrado Comm’s network for the reasons set out in Issue 1. Therefore, the Commission must reject Intrado Comm’s proposal for Issue 2, just as it should reject Intrado Comm’s proposal for Issue 1.	Party shall <i>provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Verizon’s network in a LATA, for the transmission and routing of 911/E-911 Calls from a PSAP for which one Party is the 911/E-911 Service Provider to a PSAP for which the other Party is the 911/E-911 Service Provider. The technically feasible Point(s) of Interconnection on Verizon’s network in a LATA shall be as described in Section 1.3.1, above <u>establish the trunking and routing arrangements necessary to accomplish such inter-PSAP transfer using the interconnection arrangements established by the Parties pursuant to Section 1.3 above.</u></i> <i>The POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA in accordance with the preceding paragraph of this Section 1.4.1 shall be located in the LATA where the PSAP for which Verizon is the 911/E-911 Service Provider and to which or from which a 911/E-911 Call is to be transferred is located. Verizon shall have no obligation, and may decline: (a) to transport 911/E-911 Calls from one LATA to another LATA; and, (b) to provide interLATA facilities or services to transport 911/E-911 Calls.</i> 1.4.2 For the transfer of 911/E-911 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, each Party, at its own expense, shall provide transport between the 911 Tandem/Selective Router serving its PSAP for which such Party is the 911/E-911 Service Provider and the POI(s) established by the Parties <i>at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA. If Intrado Comm obtains from Verizon transport between the PSAPs for which Intrado Comm is the 911/E-911 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon’s applicable Verizon Tariffs and this Agreement) for such transport and for any services, facilities and/or</i>

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			Intrado Comm’s proposed language also specifies particular activities to be undertaken by the Parties in support of Intrado Comm’s proposed call transfer methodology-- specifically Intrado Comm’s language that would require the parties to maintain inter-911 Tandem/Selective Router dial plans. (Intrado Comm proposed 911 Att., § 1.4.4.) Intrado Comm seeks an excessive level of dial-plan detail in the interconnection agreement that is not appropriate or customary. Therefore, this specification of the methods for transfer of 911/E-911 Calls should not be included in the agreement. The Commission has found that Section 251(c) of the Act does not apply to inter selective routing arrangements connecting two separate 9-1-1/E9-1-1 service provider's networks serving two separate PSAPs. Therefore, Intrado’s request to implement such a requirement under Section 251(c) of the Act must be rejected. <i>Petition of Intrado Comm., Inc. for Arbitration with Embarq.</i>, Case No. 07-2326-TP-ARB, Arbitration Award, at 36 (Sept. 24, 2008).	<i>arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm’s network with Verizon’s network). (as set out in Verizon’s applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm’s network with Verizon’s network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm. Each Party will be responsible for maintaining the facilities on its respective side of the POI(s) for inter-911 Tandem/Selective Router trunks.</i> <u>1.4.2.1 For transfers of 911/E-911 Calls destined for Intrado Comm’s PSAP Customer, the Parties shall exchange such 911/E-911 Calls at the POI(s) established by the Parties pursuant to Section 1.3.2.</u> <u>1.4.2.2 For transfers of 911/E-911 Calls destined for Verizon’s PSAP Customer, the Parties shall exchange such 911/E-911 Calls at the POI(s) established by the Parties pursuant to Section 1.3.1.</u> <u>1.4.4 The Parties will maintain appropriate inter-911 Tandem/Selective Router dial plans to support inter-PSAP transfer and shall notify the other of changes, additions, or deletions to their inter-PSAP transfer dial plans.</u>

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
Issue 3 Whether the forecasting provisions should be reciprocal.	911 Att. § 1.6	As co-carriers, each Party should have reciprocal forecasting obligations that reflect the Parties’ interconnected networks.	Intrado Comm’s proposed forecasting reciprocity requirement in the 911 Attachment, which would require Verizon to provide trunk forecasts to Intrado Comm, serves no useful purpose, imposes an unnecessary burden on Verizon, and should not be included in the agreement. Intrado Comm, not Verizon, will be in the best position to undertake forecasting. The number of trunks necessary for traffic flowing from Verizon to Intrado Comm will depend on Intrado Comm’s success in the market, which is something Verizon cannot predict. In addition, to the extent Intrado Comm signs up PSAPs as customers, those PSAPS will have the best knowledge of call volumes from Verizon’s serving area to the PSAP.	<u>911 § 1.6.2</u> Ongoing Trunk Forecast Requirements: Where the Parties have already established interconnection <i>in a LATA</i> , on a semi-annual basis, <u>each Party <i>Intrado Comm</i></u> shall submit a good faith forecast to <u>the other Party <i>Verizon</i></u> of the number of trunks that <i><u>Intrado Comm</u></i> <u>each Party</u> anticipates <u>the other Party <i>Verizon</i></u> will need to provide during the ensuing two (2) year period for the exchange of traffic between Intrado Comm and Verizon. <u>Both Parties’ <i>Intrado Comm</i></u> ’s trunk forecasts shall conform to the Verizon Trunk Forecast Guidelines as in effect at that time. <i><u>Intrado Comm</u></i> <u>Each Party</u> also shall provide a new or revised traffic forecast that complies with the Verizon Trunk Forecast Guidelines when <u>one Party <i>Intrado Comm</i></u> develops plans or becomes aware of information that will materially affect the Parties’ interconnection.
Issue 4 What terms and conditions should govern how the Parties will initiate interconnection?	911 Att. § 1.5	The provisions regarding the initiation of interconnection should reflect the interconnection of the Parties’ networks in areas in which Intrado Comm is the 911/E-911 Service Provider. The Parties should work together cooperatively to exchange the information necessary to interconnect their networks.	This issue is related to Issues 1 and 5, whether Verizon can be forced to interconnect with Intrado Comm at POIs on Intrado Comm’s Intrado’s network. Intrado Comm’s Intrado’s language associated with Issue 4 assumes that Verizon will interconnect at two unspecified points on Intrado Comm’s Intrado’s network, and will provide Intrado Comm information about	<u>911 § 1.5</u> Initiating Interconnection in a LATA 1.5.1 <i>For each LATA in which <u>When</u></i> Intrado Comm becomes the 911/E-911 Service Provider for a PSAP to which Verizon End Users originate 911/E-911 Calls and <u>for which additional interconnection arrangements between the Parties need to be established in which the Parties are not already interconnected pursuant to this Agreement</u> , Intrado Comm shall provide written notice to Verizon of the need to establish <u>such</u> interconnection <i>in such LATA</i> pursuant to this Agreement.

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
			those arrangements. Because Intrado Comm is required to interconnect with Verizon at a POI <i>on Verizon's network</i> , and not the other way around, all of Intrado Comm's Intrado's proposals that assume Verizon will build out to Intrado Comm's Intrado's network must be rejected, including its language for Issue 4.	1.5.5 <u>After receiving <i>g/T</i></u> the notice provided in Section 1.5.1 above, <u>the Parties shall work cooperatively to (a) designate a minimum of two (2) geographically diverse POIs to be established on Intrado Comm's Intrado's network if such POIs have not already been established shall include (a) the proposed POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in the relevant LATA in accordance with this Agreement; (b) agree on the Intrado Comm's Intrado's intended interconnection activation date; (c) create a forecast of Intrado Comm's Intrado's trunking requirements; and (d) provide such other information as each Party Verizon shall reasonably request in order to facilitate interconnection.</u> 1.5.6 The interconnection activation date <i>in the new LATA</i> shall be mutually agreed to by the Parties <i>after receipt by Verizon of all necessary information as indicated above</i>. Within ten (10) Business Days of Verizon's receipt of Intrado Comm's Intrado's notice provided for in Section 1.5.1 above, Verizon and Intrado Comm shall confirm the POI(s) to be established <u>on Intrado Comm's Intrado's network at technically feasible Point(s) of Interconnection on Verizon's network in the new LATA</u> and the mutually agreed upon the interconnection activation date for the new <u>interconnection arrangements LATA</u>. 1.5.7 Prior to establishing <u>the new interconnection arrangements in a LATA</u>, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s) <i>to be established at technically feasible Point(s) of Interconnection on Verizon's network in a LATA</i>.

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
Issue 5 How should the Parties route 911/E-911 calls to each other?	911 Att. §§ 1.3, 1.4, 1.7.3	The interconnection agreement should address how Verizon will route 911/E-911 Calls when Intrado Comm is the 911/E-911 Service Provider. The provisions proposed by Intrado Comm are nearly identical to the provisions Verizon imposes on competitors seeking to terminate 911/E-911 Calls on Verizon’s network. In addition, Verizon should be required to implement establish direct trunking from its end offices to Intrado Comm’s selective router. Call sorting via another stage of switching (<i>i.e.</i>, the Verizon selective router) is entirely unnecessary and only increases the risk of error into the E911 call processing system. Intrado Comm’s proposal for direct trunking to the selective router serving the PSAP is consistent with the interconnection arrangements Verizon has developed for use in its own network and those that Verizon imposes on CLECs interconnecting with Verizon’s network. Intrado Comm has also proposed language to address situations in which Verizon’s end user customer making the emergency call is located outside of Intrado Comm’s 911/E-	When Verizon interconnects with a CLEC, Verizon is responsible for transporting traffic originated by Verizon’s end users to the technically feasible POI <i>on Verizon’s network</i>, where it is handed off to the CLEC to transport and terminate to the CLEC’s end users. Verizon manages the network facilities on its side of the POI necessary to carry the Verizon end user calls to the POI. The CLEC manages the network facilities on the CLEC’s side of the POI needed to transport the calls to the CLEC’s end user. Intrado Comm’s Intrado’s proposed language departs from this generally accepted industry practice, mandated by federal law and this Commission, and inappropriately attempts to dictate the network arrangements and service quality standards that will apply within the portions of Verizon’s own network that are used to deliver 911/E-911 Calls from Verizon end users to the POI on Verizon’s network. In particular, Intrado Comm improperly attempts to require Verizon to establish direct trunks from Verizon’s end offices to POIs Intrado Comm picks on its own network and to bar Verizon from using Verizon’s 911 Tandem/Selective Routers to route 911/E-911 Calls from Verizon’s end	See language under Issue 1.

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
		911 serving area to ensure that such calls are routed between the Parties using the most efficient and reliable method possible.	users to the POI. Intrado Comm’sIntrado’s anticompetitive proposal is not supported by any law (and is contrary to sound policy). Verizon is free to determine how it will route its own end users’ 911/E-911 Calls through its own network for delivery to Intrado Comm. In particular, in routing 911/E-911 calls to the POI, Verizon cannot be forbidden from using its existing 911 Tandem/Selective Routers, as Intrado Comm proposes. Verizon cannot be required to implement <i>and pay for</i> a brand-new call-sorting method—that is, “line attribute routing”—or to build two or more trunks from each of its end offices to Intrado Comm POIs. The approach Intrado Comm proposes has, to Verizon’s knowledge, never been approved or implemented anywhere, and is unlike any arrangement Verizon has today to exchange 911 traffic with ILECs or CLECs. Indeed, the Ohio Commission recently rejected Intrado Comm’sIntrado’s line attribute routing/direct trunking proposal. <i>Petition of Intrado Comm., Inc. for Arbitration with Embarq.</i>, Case No. 07-2326-TP-ARB Arbitration Award, at 33 (Sept. 24, 2008). Moreover, Intrado Comm’sIntrado’s line	

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
			attribute routing/direct trunking methods are not industry-standard and raise serious network reliability issues. Intrado Comm’sIntrado’s proposal to bypass Verizon’s tested, reliable selective routers and to force Verizon to pay for an alternate, untested call-sorting method is also ridiculously inefficient and will benefit only Intrado Comm. Indeed, Intrado Comm’sIntrado’s expensive new line attribute routing/direct trunking proposal would unnecessarily raise not only Verizon’s costs, but the costs of all providers that now connect through Verizon’s selective routers. This is because, under Intrado Comm’sIntrado’s proposal, Verizon could no longer aggregate other CLECs’ calls at its selective router for transmission to Intrado Comm. Rather, each CLEC would need to execute its own agreement with Intrado Comm for direct trunking of its end users’ 911 calls to Intrado Comm’sIntrado’s POIs. Intrado Comm cannot legally force other CLECs (or Verizon) to accept its new call routing method. Intrado Comm has not explained how it will assure that other CLECs’ 911 calls reach Intrado Comm.	

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
			This risk of dropped 911 calls alone merits rejection of Intrado Comm’sIntrado’s proposal. Intrado Comm’sIntrado’s proposals also raise particular problems with regard to “split wire centers”—that is, wire centers where some end users are served by an Intrado Comm-served PSAP and some of the end users in the same Verizon wire center are served by a Verizon-served PSAP (for instance, when a wire center serves more than one county). In such instances, Intrado Comm’sIntrado’s proposals would require Verizon to route all of the 911/E-911 Calls from that wire center (including those bound for the Verizon-served PSAP) to Intrado Comm, and Intrado Comm would hand the calls for the Verizon-served PSAP back to Verizon. It is unreasonable and inefficient to require Verizon to route its end users’ 911/E-911 Calls bound for a Verizon-served PSAP through another service provider, such as Intrado Comm.	
Issue 6 Whether 911 Att. § 1.1.1 should include	911 Att. § 1.1.1	If the interconnection agreement lists what components comprise Intrado Comm’s 911/E-911 service offering, the interconnection agreement should contain a	Intrado Comm’sIntrado’s language is unacceptable, because it does not accurately describe Verizon’s network arrangements	<u>911 § 1.1.1 . . . For areas where Verizon is the 911/E-911 Service Provider, Verizon provides and maintains such equipment and software at the 911 Tandem/Selective Router(s) or selective router(s) and, if Verizon manages the ALJ Database, this includes the ALJ</u>

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
reciprocal language describing both Parties’ 911/E-911 facilities?		reciprocal provision listing the components that comprise Verizon’s 911/E-911 system.	and capabilities. Intrado Comm’s Intrado’s language does not reflect the location of a 911 Tandem/Selective Router in Verizon’s network--that is, at a point between Verizon’s end offices and the PSAPs--or the function of a 911 Tandem/Selective Router in Verizon’s network--that is, to route 911/E-911 Calls from Verizon end offices to PSAPs. Verizon’s proposed language <i>does</i> accurately describe Verizon’s network arrangements and capabilities, so it should be adopted.	<u>Database, as is necessary for 911/E-911 Calls.</u> <i>For areas where Verizon is the 911/E-911 Service Provider, Verizon provides and maintains (a) Verizon 911 Tandem/Selective Router(s) for routing 911/E-911 Calls from Verizon End Offices to PSAP(s) and (b), if Verizon manages the ALI Database, the ALI Database.</i> For areas where Intrado Comm is the 911/E-911 Service Provider, Intrado Comm provides and maintains such equipment and software at the Intrado Comm 911 Tandem/Selective Router(s) and, if Intrado Comm manages the ALI Database, the ALI Database, as is necessary for 911/E-911 Calls.
Issue 7 Whether the agreement should contain provisions with regard to the Parties maintaining ALI steering tables, and, if so, what those provisions should be.	911 Att. § 1.2.1	The Parties need to work together as co-carriers to support call transfer capabilities. Interoperability ensures selective router-to-selective router call transfers may be performed in a manner that allows misdirected emergency calls to be transferred to the appropriate PSAP, irrespective of 911 service provider, while still retaining access to the critical caller location information associated with the call (<i>i.e.</i> , ALI). Each Party should therefore be required to maintain appropriate updates and routing translations for 911/E-911 services and call transfers.	Intrado Comm’s Intrado’s proposed language with regard to ALI steering tables is not appropriate for inclusion in the ICA. In their role of providing caller location information to a PSAP, ALI databases provide services that are information services. Information services fall outside the scope of ICAs negotiated and arbitrated under Sections 251 and 252 of the Communications Act. To the extent an agreement is needed to regulate communications between the parties’ ALI databases, a separate commercial agreement will be needed. Verizon believes that such a commercial agreement is in fact already in place between Verizon and Intrado Comm (or an affiliate of Intrado Comm).	<u>911 § 1.2 Intrado Comm Managed ALI Database</u> For areas where Intrado Comm is the 911/E-911 Service Provider and Intrado Comm manages the ALI Database, Verizon and Intrado Comm shall establish mutually acceptable arrangements and procedures for inclusion of Verizon End User data in the ALI Database. <u>1.2.1 The Parties shall work cooperatively to maintain the necessary ALI steering tables to support display of ALI between the Parties’ respective PSAP Customers upon transfer of 911/E911 Calls.</u>

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
Issue 8 Whether certain definitions related to the Parties’ provision of 911/E-911 Service should be included in the interconnection agreement and what definitions should be used.	Glossary §§ 2.6 (“ANI”), 2.64 (“911 Tandem/Selective Router”), 2.94 (“Verizon 911 Tandem/Selective Router”), 2.95 (“Verizon 911 Tandem/Selective Router Interconnection Wire Center”) and 911/E-911 Calls to a PSAP.	Intrado Comm’s proposed definition of “ANI” is consistent with NENA. Intrado Comm’s proposed definition of “911 Tandem/Selective Router” accurately reflects the functions being performed by the equipment. Verizon’s proposed definitions for “Verizon 911 Tandem/Selective Router” and “Verizon 911 Tandem/Selective Router Interconnection Wire Center” are repetitive of the general definitions for those terms and unnecessary.	The disputes with regard to the definitions in Glossary sections 2.6, 2.63, 2.64, 2.67, 2.94 and 2.95 are related to the disputes covered by Issues 1, 2 and 5 (and Intrado Comm’s Intrado’s unlawful proposal to locate POIs on its own network). Because Intrado Comm’s Intrado’s definitions incorrectly assume that Intrado Comm has the right to select POIs on its own network, these definitions must be rejected. In addition, Verizon’s proposed definitions, unlike Intrado Comm’s Intrado’s, accurately reflect the structure of Verizon’s network and the location and operation of 911 Tandem/Selective Routers in Verizon’s network. Verizon’s proposed definition of “POI” reflects the basic legal requirement for the POI to be within Verizon’s network. Verizon’s proposed definitions of “911 Tandem/Selective Router” and “Verizon 911 Tandem/Selective Router,” unlike Intrado Comm’s Intrado’s definitions, make clear that in Verizon’s network the 911 Tandem/Selective Router is located	<u>Glossary § 2.6 [Intentionally Left Blank] ANI (Automatic Number Identification).</u> <u>Telephone number associated with the access line from which a call originates.</u> Glossary § 2.64 911 Tandem/Selective Router. Switching or routing equipment that is used for routing <u>and terminating originating end user 911/E-911 Calls to a PSAP and/or transfer of 911/E911 Calls between PSAPs. In Verizon’s network, a 911 Tandem/Selective Router receives 911/E-911 Calls from Verizon’s End Offices and routes these 911/E-911 Calls to a PSAP.</u> Glossary § 2.94 [Intentionally Left Blank] Verizon 911 Tandem/Selective Router. <i>A 911 Tandem/Selective Router in Verizon’s network which receives 911/E-911 Calls from Verizon End Offices and routes these 911/E-911 Calls to a PSAP.</i> Glossary § 2.945 [Intentionally Left Blank] Verizon 911 Tandem/Selective Router Interconnection Wire Center. <i>A building or portion thereof which serves as the premises for a Verizon 911 Tandem/Selective Router.</i>

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
			between the Verizon end office and the PSAP and is used to route calls from the Verizon end office to the PSAP. Including Verizon’s proposed definition of “Verizon 911 Tandem/Selective Router Interconnection Wire Center” is appropriate because one of the POIs on Verizon’s network is specifically stated in the 911 Attachment to be a “Verizon 911 Tandem/Selective Router Interconnection Wire Center.”	
Issue 9 Should 911 Attachment Section 2.5 be made reciprocal and qualified as proposed by Intrado Comm?	911 Att. § 2.5	The language should be reciprocal to give both Parties the ability to deliver 911/E-911 Calls to the other Party’s PSAP customer if, and only if, the PSAP or Controlling 911 Authority has authorized direct routing of 911/E-911 Calls by that Party. If Verizon cannot agree to reciprocity or the limits proposed by Intrado Comm, the language should be deleted.	Verizon has proposed draft 911 Attachment Section 2.6, which sets out language reciprocal to the language in Section 2.5, and should resolve Intrado Comm’s Intrado’s reciprocity issue. The provision at issue, however, should not be qualified by Intrado Comm’s Intrado’s proposed language that interconnection must be authorized by the PSAP. Whether a party has a right to deliver calls to a PSAP is a matter between that party and the PSAP and is outside of the scope of this agreement.	<u>911 § 2.5</u> <u>Intentionally Left Blank</u> <i>Nothing in this Agreement shall be deemed to prevent Verizon from delivering 911/E-911 Calls directly to a PSAP for which Intrado Comm is the 911/E-911 Service Provider.</i> <i>2.6 Nothing in this Agreement shall be deemed to prevent Intrado Comm from delivering, by means of facilities provided by a person other than Verizon, 911/E-911 Calls directly to a PSAP for which Verizon is the 911/E-911 Service Provider.</i>

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
Issue 10 What should Verizon charge Intrado Comm for 911/E-911 related services and what should Intrado Comm charge Verizon for 911/E-911 related services?	911 Att. §§ 1.3, 1.4 and 1.7 Pricing Attachment §§ 1.3, 1.5 and Appendix A	State retail tariffs governing 911/E-911 services are not appropriate for Verizon’s provision of interconnection-related services to Intrado Comm under the interconnection agreement. Any interconnection-related charges to be assessed on Intrado Comm should be developed pursuant to the Section 251/252 process and set forth in the interconnection agreement. If a tariffed rate is the appropriate rate for a certain item, the applicable tariff should be set forth in the Parties’ interconnection agreement. Similar to the charges imposed by Verizon, Intrado Comm should have reciprocal rights to charge Verizon “port” or “termination” charges when Verizon interconnects with Intrado Comm’s network. Intrado Comm’s rates are similar to those charged by Verizon for trunk ports and connections to its network.	The Attachments to the agreement (such as the Collocation Attachment, Verizon-proposed 911 Attachment and Verizon-proposed Pricing Attachment) set out the charges that Verizon will bill for services it provides under the agreement. Intrado Comm does not dispute the rates Verizon proposes in Appendix A of the Pricing Attachment, but it has inappropriately proposed to delete much of Verizon’s rate-related language in the 911 Attachment. In particular, Intrado Comm’s Intrado’s revisions fail to recognize that Intrado Comm must pay Verizon for interconnection at the POI on Verizon’s network (for instance, collocation charges) and must pay Verizon for any facilities and services provided by Verizon to carry 911/E-911 Calls between the POI on Verizon’s network and Intrado Comm’s Intrado’s network. The Pricing Attachment provides, <i>inter alia</i>, for the rates for Verizon’s services to be as set out in its tariffs, and in the absence of a tariff rate, as set out in Appendix A to the Pricing Attachment. The rates set out in Appendix A, and which Intrado Comm has not contested, are Verizon’s standard rates	See language in Issue 1 for 911 Attachment §§ 1.3 and 1.4. <u>911 § 1.7 Compensation</u> 1.7.1 Subject to Sections 1.7.2 and 1.7.3 following, the rates and charges for the Services provided by each Party to the other Party under this Attachment shall be as provided in this Attachment and the Pricing Attachment. 1.7.2 <i>Notwithstanding any other provision of this Agreement or a Tariff or otherwise Except as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment</i>, Intrado Comm shall not bill to Verizon, and Verizon shall not be obligated to pay to Intrado Comm: 1.7.3 <i>Notwithstanding any other provision of this Agreement or a Tariff or otherwise Except as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment</i>, for 911/E-911 Calls delivered by Intrado Comm to Verizon pursuant to Section 1.4 above, Verizon shall not bill to Intrado Comm, and Intrado Comm shall not be obligated to pay to Verizon, any charges (including, but not limited to Reciprocal Compensation Charges, Intercarrier Compensation Charges, or Exchange Access Service Charges) for the transport of such 911/E-911 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA to PSAPs for which Verizon is the 911/E-911 Service Provider. However, for the avoidance of any doubt, notwithstanding anything in the preceding sentence of this Section 1.7.3 or in any other provision of this Agreement or a Tariff or otherwise, Intrado Comm shall be obligated to pay to Verizon: (a) the full Verizon rates and charges (as set out in <i>Verizon’s applicable Tariffs and this Agreement</i>) for <i>transport, services, facilities and/or arrangements obtained by Intrado Comm from Verizon for transport of 911/E-911 Calls from a PSAP for which Intrado Comm is the 911/E-911 Service Provider to the POI(s) established by the Parties at technically feasible Point(s) of</i>

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
			for the services listed in that Appendix that are offered to other CLECs. The application of tariffed rates, where they exist, is appropriate to ensure that Intrado Comm receives the same, non-discriminatory pricing that other CLECs receive. Also, to the extent that Intrado Comm takes the position that any charges Verizon may assess on Intrado Comm must be developed in accordance with section 252 (that is, they must be TELRIC-based), Intrado Comm is wrong. The mere fact that Intrado Comm (and only Intrado Comm) labels a service or feature an interconnection element does not make it subject to TELRIC pricing. The FCC has determined what elements must be priced at TELRIC and Verizon offers those elements at TELRIC. The parties have agreed that the transport and termination of 911/E-911 Calls will be handled on a non-charged basis. Thus, there should be no language in the ICA that would allow Intrado Comm to bill Verizon any charges for the transport and termination of 911/E-911 Calls from Verizon end users to PSAPs served by	<i>Interconnection on Verizon’s network in a LATA (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] used by Intrado Comm for transport of 911/E-911 Calls from a PSAP for which Intrado Comm is the 911/E-911 Service Provider to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA, and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm’slntrado’s network with Verizon’s network); and, (b) the full Verizon rates and charges (as provided for in Verizon’s applicable Tariffs and this Agreement) for interconnection of Intrado Comm’slntrado’s network with Verizon’s network at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon’s network in a LATA (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm’slntrado’s network with Verizon’s network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Verizon to Intrado Comm. <u>When Intrado Comm is the 911/E-911 Service Provider, Verizon shall pay to Intrado Comm the full Intrado Comm rates and charges (as set out in this Agreement) for interconnection at the POI(s) established by the Parties on Intrado Comm’slntrado’s network for any services, facilities and/or arrangements provided by Intrado Comm for such interconnection.</u></i> <u>Pricing § 1.3</u> The Charges for a Service shall be the Charges for the Service stated in the Providing Party’s applicable Tariff<u> to the extent the Parties have agreed to include such Tariff as the applicable Charge in Appendix A as attached to this Pricing Attachment.</u> <u>Pricing § 1.5</u> The Charges stated in Appendix A of this Pricing Attachment

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			Intrado Comm or for the transport and termination of 911/E-911 Calls transferred from Verizon-served PSAPs to Intrado Comm-served PSAPs. Since Intrado Comm is obligated to interconnect with Verizon at a technically feasible POI on Verizon’s network, there should also be no Intrado Comm charges for Intrado Comm-provided facilities that carry 911/E-911 Calls and no charges for interconnection to the Intrado Comm network. Finally, the rates Intrado Comm has proposed for what it calls “port” or “termination” charges (but which are not specified as such in the contract) are completely arbitrary and unsupported by any cost or other evidence. It is not even clear from Intrado Comm’s Intrado’s contract language what activities these charges are supposed to cover, let alone how the proposed charges for these unspecified features were developed. The Commission should reject these completely unsupported mystery charges.	shall be automatically superseded by any applicable Tariff Charges <u>to the extent the Parties have agreed to include such Tariff as the applicable Charge in Appendix A as attached to this Pricing Attachment.</u> The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC <u>when the Parties have agreed to include such Tariff as the applicable Charge in Appendix A</u>), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction. <i>The Charges identified in Appendix A of this Pricing Attachment as “TBD” (to be developed) shall be automatically superseded by any applicable Tariff Charges. The Charges identified in Appendix A of this Pricing Attachment as “TBD” also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.</i> <u>INTRADO COMM SERVICES</u> <u>I. INTERCONNECTION</u> <u>Service or Element Description:</u> <u>Recurring Charges:</u> <u>Non-Recurring Charge:</u> <u>Per DS1</u> <u>\$ 127.00</u> <u>\$ 250.00</u>

Issue		ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
					<u>Per DS0</u> \$ 40.00 <u>\$250.00</u>
Issue 11 Whether all “applicable” tariff provisions shall be incorporated into the agreement; whether tariffed rates shall apply without a reference to the specific tariff; whether tariffed rates may automatically supersede the rates contained in Pricing Attachment, Appendix A without a reference to the specific tariff; and whether the Verizon proposed language in Pricing Attachment Section 1.5 with regard to “TBD” rates should be included in		GT&C § 1.1 911 Att. §§ 1.3, 1.4.2, 1.7.3 Pricing Att. §§ 1.3, 1.5 Appendix A	Tariff charges should not be permitted to trump those contained in the Pricing Appendix. Any new rates to be charged by Verizon for interconnection-related services should be developed as part of the Section 251/252 process with approval by the Commission. Unspecified tariff terms and conditions deemed by Verizon to be “applicable” should not be incorporated into the interconnection agreement.	Verizon, like utilities generally, files tariffs for the services it provides. Applying tariff rates for the services Verizon provides Intrado Comm is appropriate because these rates are subject to Commission review and approval in accordance with applicable legal standards. Moreover, Verizon has a duty of nondiscrimination under the Communications Act with regard to the pricing of its services. Using tariff rates helps ensure that Intrado Comm receives the same, nondiscriminatory prices that other CLECs do (and that Intrado Comm does not receive more favorable rates). Intrado Comm’s Intrado’s proposal to limit the tariffs that apply to those that are specifically cited in the agreement or in Appendix A of the Pricing Attachment is unreasonable because neither Verizon nor Intrado Comm can identify in advance each of the tariffs, tariff rates and sections that might apply to particular services that Intrado Comm might possibly take at some point in the future. It is, therefore, infeasible for the parties to list every tariff	See language in Issue 1 for 911 Attachment §§ 1.3 and 1.4.2. See language in Issue 10 for language in 911 Attachment § 1.7.3 and Pricing Attachment §§ 1.3 and 1.5. <u>GTC § 1.1</u> This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (<i>which Tariffs are incorporated into and made a part of this Agreement by reference</i>) <u>to the extent such Tariffs is explicitly referenced in the Agreement</u> ; and, (c) an Order by a Party that has been accepted by the [

Issue	ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
the agreement.			provision and price that might someday apply to any service or service configuration Intrado Comm might order. Also, as noted with respect to Issue 10, to the extent that Intrado Comm takes the position that any charges Verizon may assess on Intrado Comm must be developed in accordance with section 252 (that is, they must be TELRIC-based), Intrado Comm is wrong. The mere fact that Intrado Comm labels a service or feature an interconnection element does not make it subject to TELRIC pricing. Verizon has proposed language in Pricing Att. Section 1.5 that addresses the question of how “TBD” (to be determined) rates will be replaced with actual rates. The Commission should adopt this language.	
Issue 12 Whether Verizon may require Intrado Comm to charge the same rates as, or lower rates than, the Verizon rates for the same services,	Pricing Att. § 2	Intrado Comm’s rates should not be capped at the rate that Verizon charges for “comparable” services.	Yes. The rates of Verizon, as an ILEC, are subject to Commission scrutiny and therefore are subject to a presumption of reasonableness. If Intrado Comm wants to charge Verizon higher rates, Intrado Comm should be required to show, based on its costs, that its proposed rates are reasonable. The approach of benchmarking CLEC rates	<u>Pricing § 2 Intentionally Left Blank. Intrado Comm Prices</u> <i>Notwithstanding any other provision of this Agreement or a Tariff, or otherwise, the Charges that Intrado Comm bills Verizon for Intrado Comm'sIntrado's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that Intrado Comm'sIntrado's cost to provide such Intrado Comm'sIntrado's Services to Verizon exceeds the Charges for Verizon's comparable Services and Intrado Comm has demonstrated such cost to Verizon, or, at Verizon's request, to</i>

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facilities, and arrangements.			to ILEC rates is a common approach to preventing CLEC pricing abuses. It is used, for instance, in the reciprocal compensation and switched access contexts.	<i>the Commission or the FCC.</i>
Issue 13 Should the waiver of charges for 911 Call transport, 911 Call transport facilities, ALI Database, and MSAG, be qualified as proposed by Intrado Comm by other provisions of the Agreement?	911 Att. §§ 1.7.2 and 1.7.3	Each Party’s ability to bill the other Party should be limited to the requirements in the interconnection agreement and the rates contained in the Pricing Attachment.	No. The Commission should reject Intrado Comm’sIntrado’s proposed qualification on the waiver of charges. Intrado Comm’sIntrado’s language potentially undercuts the Parties’ agreement that neither will bill the other for transport of 911/E-911 Calls. Also, since Intrado Comm must interconnect with Verizon on Verizon’s network, Intrado Comm should not be billing Verizon any charges for interconnection or facilities for transport of 911/E-911 Calls, as Intrado Comm’sIntrado’s language might allow it to do. Intrado Comm should not be billing Verizon charges in connection with the ALI database or the MSAG, but must recover these costs from the applicable government agency as part of the 911 services Intrado Comm provides for the PSAP.	See language in Issue 10 for 911 Attachment §§ 1.7.2 and 1.7.3.
Issue 14 Should the reservation of rights to bill charges to 911	911 Att. §§ 2.3, 2.4	Commission-approved tariffs and state and federal statutes, laws, and other regulations should govern whether either Party may impose charges on 911 Controlling Authorities and PSAPs. The	No. Because this section is a reservation of rights as between the Parties, Intrado Comm’sIntrado’s proposed qualification is not appropriate. The agreement should	911 § 2.3 <u>To the extent permissible under the Parties’ Tariffs and Applicable Law, n/Nothing</u> in this Agreement shall be deemed to prevent Verizon from billing to a Controlling 911 Authority or PSAP rates or charges for:

Issue		ICA Sections	Intrado Comm Position	Verizon Position	Disputed Language (see note in footer)
Controlling Authorities and PSAPs be qualified as proposed by Intrado Comm by “To the extent permitted under the Parties’ Tariffs and Applicable Law”?			interconnection agreement should not be permitted to usurp existing tariffs and applicable laws.	leave the parties free to bill appropriate charges to the government agencies involved. Whether a party is able to do so under its tariffs and Ohio law is a matter between the party and the government agencies and is outside the scope of the agreement.	911 § 2.4 <u>To the extent permissible under the Parties’ Tariffs and Applicable Law, n/A</u> Nothing in this Agreement shall be deemed to prevent Intrado Comm from billing to a Controlling 911 Authority or PSAP rates or charges for:
Issue 15 Should Intrado Comm have the right to have the agreement amended to incorporate provisions permitting it to exchange traffic other than 911/E-911 Calls?		GT&C § 1.5	Intrado Comm should have the right to amend the agreement to include interconnection arrangements for services other than 911/E-911 services without being forced to re-litigate provisions.	No. Intrado Comm wishes to have the right to renegotiate the agreement to expand it to cover not only 911/E-911 Calls, but all types of traffic carried by CLECs. In effect, Intrado Comm is seeking to retain the benefit of any provisions already obtained by it through negotiation or arbitration and then add to them provisions associated with exchange of traffic other than 911/E-911 Calls. This is an unfair provision and inconsistent with the approach contemplated by Congress that all of the provisions of the agreement should be subject to negotiation by the parties, since it will allow Intrado Comm to retain any provisions it finds favorable resulting from the current round of negotiation and arbitration, and then add to them new provisions from another round of negotiation and arbitration.	GT&C § 1.5 This Agreement is limited to: (a) establishing interconnection of the Parties’ networks pursuant to 47 U.S.C. § 251(c)(2) for the exchange of 911/E-911 Calls between the Parties as described in this Agreement; and, (b) the provision by Verizon to Intrado Comm of unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for the exchange of 911/E-911 Calls between the Parties as described in this Agreement. Without restricting the foregoing limitation, this Agreement does not apply to: (a) the exchange of traffic other than 911/E-911 Calls; (b) services, facilities and arrangements for the exchange of traffic other 911/E-911 Calls; (c) the provision by Verizon to Intrado Comm of unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for purposes other than the exchange of 911/E-911 calls between the Parties as described in this Agreement; or, (d) the provision by Verizon to Intrado Comm of Telecommunications Services for Resale pursuant to 47 U.S.C. § 251(c)(4). Without restricting the foregoing limitations, Verizon shall not be obligated, and may decline, to provide pursuant to this Agreement: (a) the exchange of traffic other than 911/E-911 Calls; (b) services, facilities and arrangements for the exchange of traffic other 911/E-911 calls; (c) unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for purposes other than the exchange of 911/E-911 calls between the Parties as described in this Agreement; and, (d) Telecommunications Services for Resale pursuant to 47 U.S.C. § 251(c)(4). <u>Notwithstanding the foregoing, the Parties agree that: (a) Intrado</u>

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			Intrado Comm’s Intrado’s proposal also is inconsistent with the FCC’s § 252(i) adoption rule, 47 CFR § 51.809, which prohibits CLECs from being able to “pick-and-choose” favorable contract terms and conditions. If Intrado Comm wishes to greatly expand the scope of the agreement, it should terminate the agreement and negotiate an entirely new agreement in which all of the provisions of the agreement will be at issue and the parties will be able to engage in a fair and balanced trade off of one provision against another.	<u>Comm may seek to offer telecommunications and local exchange services other than 911/E-911 Calls in the future; and (b) upon Intrado Comm’s Intrado’s request, the Parties will amend this Agreement as necessary to provide for the interconnection of the Parties’ networks pursuant to 47 U.S.C. § 251(c)(2) for the exchange of traffic other than 911/E-911 Calls.</u>
Issue 16 Should the Verizon-proposed term “a caller” be used to identify what entity is dialing 911, or should this term be deleted as proposed by Intrado Comm?	911 Att. § 1.1.1	There is no reason for a general description of “911/E911 Arrangements” to include what entity is dialing 911. Intrado Comm proposes to delete Verizon’s proposed reference to “a caller” in its entirety.	Verizon’s term, “a caller,” must be retained in order for Section 1.1.1 to be clear. Intrado Comm is seeking interconnection with Verizon so that Verizon’s customers calling 911 can reach PSAPs that are served by Intrado Comm. For Verizon’s end users to summon emergency services, they must place a call to 911—that is, be “a caller.” Verizon’s proposed inclusion of the phrase “a caller” in § 1.1.1 of the 911 Attachment accurately describes the access that 911/E911 arrangements provide to a caller, and there is no legitimate reason for Intrado Comm to object to this simple clarification	911 § 1.1.1 911/E-911 arrangements provide <i>a caller</i> access to the appropriate PSAP by dialing a 3-digit universal telephone number, “911.” . . .

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Summary: Exhibit Updated Matrix 10-16-08 electronically filed by Mr. Thomas E Lodge on behalf of Verizon North Inc.