

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Petition of Intrado)
Communications, Inc. for Arbitration)
Pursuant to Section 252(b) of the) Case No. 07-1280-TP-ARB
Communications Act of 1934 as amended, to)
Establish an Interconnection Agreement)
with the Ohio Bell Telephone Company dba)
AT&T Ohio.)

ENTRY

The Commission finds:

- (1) On June 17, 2009, the Commission issued an entry on rehearing in which it instructed Intrado Communications, Inc. (Intrado) and The Ohio Bell Telephone Company dba AT&T Ohio (AT&T) to file within 15 days an executed interconnection agreement that is consistent with the Commission's findings and conclusions.
- (2) On July 2, 2009, AT&T filed its version of a conforming interconnection agreement. AT&T notes that the parties still disagree on the appropriate language for Section 1.1.118 of the General Terms and Conditions section of the agreement. With its filing, AT&T provided the disputed language showing its proposed language in bold underlined font and Intrado's proposed language in bold italics as follows:

"Point of Interconnection" (POI) is a technically feasible point on the AT&T-OHIO network identified by Intrado where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide, or for 911 traffic at the Selective Router of the Designated 911 Service Provider that serves the 911 caller's designated PSAP, within AT&T-OHIO's serving area within the LATA in which the 911 call originates and that is within AT&T Ohio's serving area, and each Party bears the cost of getting to the Selective Router.

AT&T requested that a schedule be set allowing each party an opportunity to submit a brief on its position by July 9, 2009.

- (3) On July 2, 2009, Intrado filed its version of the conforming interconnection agreement. Intrado confirmed that the parties disagree on the appropriate language for Section 1.1.118 of the General Terms and Conditions. More specifically, Intrado states that it disagrees with AT&T concerning the appropriate definition of the point of interconnection (POI). Intrado points to language in the Commission's entry that states that "any POI AT&T would have to establish at an Intrado selective router would have to be within AT&T's service area."
- (4) On July 6, 2009, Intrado filed a letter opposing AT&T's request to file briefs.
- (5) Rule 4901:1-7-09(G)(6), Ohio Administrative Code (O.A.C.), provides as follows:

If the parties are unable to agree on an entire interconnection agreement, within thirty calendar days after the arbitration award is issued, each party shall file for commission review its version of the language that should be used in a commission-approved interconnection agreement. Unless otherwise authorized by the commission, no comments addressing disputed language filed under this provision will be entertained. The commission will select the competing language that most closely reflects the commission's award.

Under Rule 4901:1-7-09(G)(6), O.A.C., the Commission will not consider comments when addressing disputed language for a conforming interconnection agreement unless the comments are specifically authorized. The Commission will simply choose the language that most closely adheres to the award.

- (6) The parties did not agree on an entire interconnection agreement within 30 days. In compliance with Rule 4901:1-7-09(G)(6), O.A.C., each party filed its proposed language for the interconnection agreement. Upon reviewing the language provided by the parties, we find that Intrado's proposed language most closely reflects the Commission's award. The

Commission discussed the location of the POI in Issue 4 and 4(a) of the Arbitration Award and Entry on Rehearing. In the Entry on Rehearing, the Commission granted AT&T's application for rehearing to clarify that "any POI AT&T would have to establish at an Intrado selective router would have to be within AT&T's service area."¹ Comparing this language to the parties' proposals, it is readily evident that Intrado's proposal more closely approximates the language and intent of the award. We must reject AT&T's proposal because the location of a POI within a LATA was neither discussed nor placed before the Commission for arbitration. Consequently, AT&T's proposal should not be included in Section 1.1.118 of the interconnection agreement.

- (7) In its July 2, 2009, filing, AT&T included a proper request for authority to file briefs to discuss the location of the POI. Intrado, in its July 2, 2009, filing, contrary to Rule 4901:1-7-09(G)(6), O.A.C., provided unauthorized comments with its proposed language. Not only did Intrado provide comments, Intrado took the additional step of anticipating AT&T's arguments and case law to formulate replies. Briefs and comments at this point in the proceeding are neither necessary nor desirable. If the Commission were to allow further argument, it would undermine the finality that is the purpose of an entry on rehearing. For this reason, we disregarded Intrado's comments in deciding which language most closely reflects the Commission's award. Furthermore, because the scope of this review is limited to deciding which language most closely reflects the Commission's award, we determined that briefs are unnecessary. Where, as here, the answer is clear as to which language is more appropriate, no further argument is required.

It is, therefore,

ORDERED, That Intrado's proposed language should be included in Section 1.1.118 of the parties' interconnection agreement. It is, further,

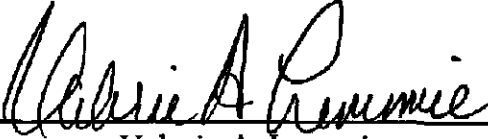
ORDERED, That the parties file within 15 days a complete executed interconnection agreement that is consistent with the findings and conclusion of this entry. It is, further,

¹ Finding 26, page 20.

ORDERED, That copies of this entry be served upon all parties, counsel, and interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO


Alan R. Schriber, Chairman

Paul A. Centolella

Valerie A. Lemmie


Ronda Hartman Fergus

Cheryl L. Roberto

LDJ/vrm

Entered in the Journal

JUL 15 2008



Renee J. Jenkins
Secretary