

VOTE SHEET

July 31, 2007

Docket No. 060767-TP – Petition of MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services for arbitration of disputes arising from negotiation of interconnection agreement with Embarq Florida, Inc.

Issue 1: What compensation should apply to virtual NXX Traffic under the Interconnection Agreement?

Recommendation: Staff recommends that the physical end points of a virtual NXX (vNXX) call determine the appropriate intercarrier compensation. If the physical end points of a vNXX call are within the local calling area, as defined in the parties' interconnection agreement, the call should be considered local for intercarrier compensation purposes. If one of the physical end points of the call is outside of the local calling area, the call should be considered interexchange and subject to originating access charges (billed by the carrier whose end user makes the vNXX call).

DEFERRED

COMMISSIONERS ASSIGNED: All Commissioners

COMMISSIONERS' SIGNATURES

MAJORITY

DISSENTING

Handwritten signatures of commissioners under the MAJORITY column.

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REMARKS/DISSENTING COMMENTS:

DOCUMENT NUMBER - DATE

06557 AUG-15

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Issue 4: When the parties exchange traffic via indirect connection, if Verizon Access has not established direct end office trunking sixty days after reaching a DS1 level, should Verizon Access be required to reimburse Embarq for any transit charges billed by an intermediary carrier for local traffic or ISP-bound traffic originated by Embarq?

Recommendation: No, although the language to implement direct end office trunks should, at a minimum:

- include a 90-day timeframe for establishing direct trunks;
- state that this timeframe is extendable if facility, equipment requirements, or related problems with the trunking order cause a delay that is attributable to Embarq;
- state that this timeframe is extendable if facility, equipment requirements, or related problems with the trunking order cause a delay that is attributable to a third party; and
- specify that the timeframe starts when all ordering requirements are fulfilled.

Issue 5: What rate should apply to transit traffic under the parties' interconnection agreement?

Recommendation: Staff recommends a transit rate of \$0.003 per minute of use (MOU) should apply to transit traffic under the parties' interconnection agreement (ICA).

Issue 6: Should this docket be closed?

Recommendation: No. This docket should remain open pending the submission of a properly executed conforming Agreement. Thereafter, it is recommended that staff review the Agreement and, if in compliance, administratively approve the Agreement and close the Docket.