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September 16, 2009

Via Hand Delivery

Ann Cole, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2450 Shumard Oak Blvd.
Tallahassee, FL 32399

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COMMISSION
CLERK

Re: Docket No. 080134-TP

Dear Ms. Cole:

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, respectfully submits this supplemental authority in connection with the above-referenced case. On September 15, 2009, the Public Utilities Commission of Ohio issued an *Entry on Rehearing* reaffirming its June 24, 2009 *Arbitration Award*, which was previously provided as Exhibit ES/TH-25 to Intrado Comm's Rebuttal Testimony filed August 5, 2009. Specifically, the Ohio commission rejected Verizon's application for rehearing and reaffirmed its prior findings that the point of interconnection should be located on Intrado Comm's network when Intrado Comm is the 911/E-911 service provider and that Intrado Comm's proposed interconnection rates should be included in the interconnection agreement to govern Verizon's interconnection to Intrado Comm's network. Intrado Comm and Verizon are required to file their Section 251 interconnection agreement with the Ohio commission by the end of September.

A copy of the Ohio commission's rehearing decision is attached. If you have any questions concerning this matter, please contact the undersigned.

Respectfully submitted,

Chérie R. Kiser

Counsel for Intrado Communications Inc.

COM _____
ECR _____
GCL _____
OHIO _____
ACP _____
SGR _____
ADM _____
CLK _____

Attachment

cc: Parties of Record

53150.1

DOCUMENT NUMBER-DATE

09623 SEP 16 8

FPSC-COMMISSION CLERK

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Petition of Intrado)
Communications, Inc. for Arbitration of)
Interconnection, Rates, Terms, and)
Conditions and Related Arrangements with) Case No. 08-198-TP-ARB
Verizon North Inc. Pursuant to Section)
252(b) of the Telecommunications Act of)
1996.)

ENTRY ON REHEARING

The Commission finds:

- (1) On March 5, 2008, Intrado Communications, Inc. (Intrado) filed a petition for arbitration of numerous issues to establish an interconnection agreement with Verizon North Inc. (Verizon North). Intrado filed the petition pursuant to Section 252(b) of the Telecommunications Act of 1996 (1996 Act).
- (2) On June 24, 2009, the Commission issued its arbitration award in this proceeding.
- (3) On July 24, 2009, Verizon North filed an application for rehearing of the Commission's arbitration award asserting that the Commission incorrectly decided the following arbitrated issues:
 - (a) Issue 1 - Where should the points of interconnection (POIs) be located and what terms and conditions should apply with regard to interconnection and transport of traffic?
 - (b) Issue 10 - What should Verizon North charge Intrado for 9-1-1/E9-1-1 related services and what should Intrado charge Verizon North for 9-1-1/E9-1-1 related services?
- (4) On August 3, 2009, Intrado filed its memorandum contra Verizon's application for rehearing.
- (5) On August 19, 2009, the Commission issued an entry on rehearing granting Verizon North's application for rehearing. Specifically,

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the Commission determined that “. . . sufficient reasons have been set forth by Verizon to warrant further consideration of the matters specified in the application for rehearing” (Entry on Rehearing at 1).

- (6) In its assignment of error pertaining to Issue 1, Verizon North submits that the Commission’s determination that the company interconnect with Intrado at a point within Intrado’s network is based on a misguided interpretation of an Federal Communications Commission (FCC) decision, *Revision of the Commission’s Rules to Ensure Compatibility with Enhanced 911 Calling Systems, Request of King County*, Order on Reconsideration, 17 FCC Rcd 14789, WT Docket No. 94-102 (May 7, 2001). Specifically, Verizon North asserts that this decision is unrelated to the issue of points of interconnection pursuant to Section 251(c) of the 1996 Act but, instead, addresses the allocation of costs related to the implementation of E9-1-1 services for wireless carriers when the wireless carriers interconnect with a 9-1-1 selective router maintained by the incumbent local exchange company (ILEC). Verizon North argues that no FCC precedent authorizes the Commission to ignore the 1996 Act and the FCC’s rule requiring the point of interconnection to be within the ILEC’s network (Application for Rehearing at 7-9).

Additionally, Verizon North avers that, despite the fact that neither party requested Section 251(a) interconnection, the Commission mistakenly relied on this statutory section in requiring Verizon North to interconnect with Intrado’s network. Specifically, Verizon North argues that, since Intrado requested interconnection solely pursuant to Section 251(c), the Commission is required to analyze Intrado’s proposals under that section of the 1996 Act. Therefore, Verizon North considers the Commission’s ruling to be unlawful and believes that it should be reversed. In support of its position, Verizon North states that Intrado sought interconnection pursuant to Section 251(c), and did not seek to negotiate Section 251(a) terms with the ILEC. Additionally, Verizon North represents that it has not agreed to interconnect with Intrado on Intrado’s network pursuant to Section 251(a). Verizon North cites *Sprint v. Pub. Util. Comm’n of Texas, Order and Brazos Tel. Coop., Inc.*, Case No. A-06-CA-0650-SS, 2006 U.S. Dist. LEXIS 96569 (Aug. 14, 2006), at 16, in support of its position that Section 251(a) is unrelated to the requirement of an ILEC to negotiate and arbitrate interconnection pursuant to Sections 251(c) and 252 (*Id.* at 10).

Finally, Verizon North avers that, while the Commission acknowledges that it cannot require the ILEC to interconnect on Intrado's network pursuant to Section 251(c), the arbitration award would require it to undertake this obligation pursuant to Section 251(a), despite the fact that Section 251(a) does not require direct interconnection. Therefore, Verizon North submits that, inasmuch as it is not obligated to interconnect with Intrado's network pursuant to Section 251(c), it should certainly not be subject to greater obligations pursuant to Section 251(a).

- (7) Intrado asserts that, in finding that the point of interconnection should be located on Intrado's network, the Commission properly exercised its broad authority over the deployment of competition and 9-1-1 services in general, as well as its jurisdiction pursuant to Sections 251(a) and 251(c). In doing so, Intrado believes that the Commission properly applied the applicable law to its decision (Memorandum Contra at 8, 9). In response to Verizon North's contention that the Commission should not have relied upon Section 251(a) in the context of this arbitration, Intrado states that the Commission has properly found on four prior occasions that it has the authority to arbitrate and oversee all Section 251 interconnection agreements, and not just those pertaining to Section 251(c) (*Id.* at 8, 9 citing Case No. 07-1216-TP-ARB, Arbitration Award at 15; Case No. 08-537-TP-ARB, Entry on Rehearing at 11, 12; Case No. 07-1280-TP-ARB, Arbitration Award at 16, Entry on Rehearing at 19).

Additionally, Intrado responds that the *Kings County Order* is applicable to this proceeding. Specifically, Intrado notes that in that decision, the FCC determined that, when a 9-1-1 call is made, the carrier must bring the 9-1-1 call and the associated call information to the 9-1-1 selective router serving the public safety answering point (PSAP). In support of its position, Intrado points out that the location of the point of interconnection affects each party's costs and establishes the cost-allocation point in the network. Additionally, Intrado believes that the arbitration award in this case is consistent with the *Kings County Order* in that the decision stands for the principle that interconnection should occur at the applicable selective router. Therefore, Intrado believes that, in this case, it is appropriate to conclude that Intrado should be required to deliver 9-1-1/E9-1-1 calls destined for PSAP customers of Verizon North to Verizon North's selective router and, similarly, Verizon North should be required to deliver 9-1-1/E9-1-1 calls

destined for PSAP customers of Intrado to Intrado's selective router (*Id.* at 7).

- (8) The Commission determines that Verizon North has failed to raise any new arguments for the Commission's consideration. Therefore, the application for rehearing with respect to this assignment of error is denied.

In both the arbitration award in this proceeding, as well as the prior arbitration awards involving Intrado and other ILECs, the Commission fully analyzed the issue of the appropriate point of interconnection under the scenario in which the ILEC requires interconnection for the purpose of completing its end users' emergency calls to the PSAP served by Intrado. Pursuant to its analysis, the Commission found Section 251(a) to be the controlling jurisdictional statute and determined that the applicable point of interconnection should be at Intrado's selective router.

Additionally, notwithstanding the arguments raised by Verizon North, the Commission finds that the arbitration award for Issue 1 is consistent with the FCC's *King County* Order. While the FCC in the *King County* Order determined that the cost allocation point for 9-1-1 traffic should be at the ILEC's selective router, that determination was based on the scenario in which the ILEC was the 9-1-1 service provider to the PSAP. Our decision in this proceeding is consistent with the *King County* Order in that it establishes a cost allocation point at the selective router of the 9-1-1 service provider to a PSAP. It is further consistent with the *King County* Order in that it requires carriers seeking to deliver their end users' 9-1-1 calls to the PSAP to be responsible for the cost of delivering those calls to the selective router serving the PSAP, which can be achieved through either direct or indirect interconnection.

- (9) In its assignment of error pertaining to Issue 10, Verizon North states that the Commission's "adoption of Intrado's arbitrary interconnection rates has no basis in law or in fact" (Application for Rehearing at 1). Verizon North maintains that the Commission incorrectly concluded that Intrado should be allowed to charge Verizon North for the same facilities that Verizon North charges other carriers when interconnecting for 9-1-1 purposes (*Id.* at 2). Verizon North argues that, despite the fact that Intrado never established that the ILEC actually assessed such charges, the Commission inappropriately accepted Intrado's argument that it

should have reciprocal rights to charge port or termination charges when Verizon North interconnects with Intrado's network (*Id.*). Verizon North asserts that there is no demonstration that it will charge Intrado (or any carrier) a port charge to interconnect with its selective routers (*Id.* at 2-4 citing Tr. 133-136).

Additionally, Verizon North argues that there is no demonstration in the record supporting the reasonableness of the rates proposed by Intrado (*Id.* at 4). Verizon North notes that the Commission rejected Intrado's argument that the Commission had no authority to determine a competitor's rates (*Id.* at 5).

- (10) Intrado asserts that Verizon North's application for rehearing with respect to this assignment of error should be denied inasmuch as Verizon North's arguments are essentially identical to those already raised in the testimony and briefs in this proceeding. With respect to the contention that Intrado should not be permitted to impose trunk port charges since Verizon North does not impose such charges, Intrado submits that this argument is misplaced inasmuch as the Commission has repeatedly determined that there is "no requirement for reciprocity in interconnection rates" (Intrado Memorandum Contra at 3 citing Arbitration Award at 31; Case No. 08-537-TP-ARB, Arbitration Award at 21; Case No. 07-1280-TP-ARB, Arbitration Award at 21). Intrado points to the interconnection language, and states that such language recognizes that "Verizon may impose charges on Intrado for connection to the point of interconnection" (Intrado Memorandum Contra at 4). Intrado also argues that the Commission did undertake an inquiry about the reasonableness of the company's proposed interconnection rates and specifically stated that it is exercising its authority under Section 252(b)(1) and 252(b)(4) (Intrado Memorandum Contra at 4). Intrado also opines that it supported its rates in pre-filed testimony and that, while Verizon North had an opportunity to cross-examine Intrado's witness on this subject, it failed to do so (Intrado Memorandum Contra at 5).
- (11) The Commission determines that Verizon North has failed to raise any new arguments for the Commission's consideration. Therefore, the application for rehearing with respect to this assignment of error is denied.

While Verizon North asserts that the Commission's decision to allow Intrado to charge port charges is based on the erroneous assumption that Verizon North assesses analogous charges when

carriers interconnect at Verizon North's selective routers, the Commission notes that, unlike the issue of reciprocity and the ability to charge for the transport and termination of 9-1-1 traffic, the question of whether either party may charge for facilities, such as ports, should be analyzed on an individual company basis. Nothing in the 1996 Act requires reciprocity with respect to interconnection facilities charges, whether in terms of the facilities for which charges may be assessed, the rates themselves, or the manner in which those facilities are combined for the purposes of assessing charges.

Additionally, with respect to Verizon North's argument that Intrado's rates and this Commission's approval of such rates are inappropriate inasmuch as there has been no explicit determination that the rates are reasonable, the Commission notes that there is no state or federal requirement for the development of cost-based interconnection port rates by a competitive carrier such as Intrado. Additionally, the Commission notes that the rates proposed by Intrado in this proceeding are identical to the Intrado rates approved by the Commission in Case Nos. 07-1216, 07-1280, and 08-537.

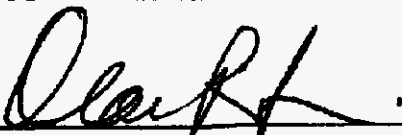
It is, therefore,

ORDERED, That Verizon North's application for rehearing is denied in accordance with the findings above. It is, further,

ORDERED, That within 14 days of this Entry on Rehearing, the parties file an executed interconnection agreement consistent with arbitration award issued in this proceeding. It is, further,

ORDERED, That a copy of this Entry on Rehearing be served upon all parties and interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO



Alan R. Schriber, Chairman



Paul A. Centolella



Ronda Hartman Fergus



Valerie A. Lemmie

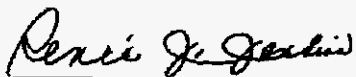


Cheryl L. Roberto

JSA:dah

Entered in the Journal

SEP 15 2008



Renee J. Jenkins
Secretary

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by Electronic Mail and/or U. S. Mail and e-mail this 16th day of September, 2009.

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