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NORTH CAROLINA
PUBLIC STAFF
UTILITIES COMMISSION

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OCT 10 2008

Clerk's Office
N.C. Utilities Commission

October 10, 2008

Ms. Renné C. Vance, Chief Clerk
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, North Carolina 27699-4325

OFFICIAL FILE

N.C. DOCKET NO. 08-0545
Intrado Cross Exhibit No. 23
Witness Kelmas
Date 12-1-08 reporter LEE

Re: Docket No. P-1187, Sub 2
Intrado Communications Inc.

Clerk map
AG
Joynt
Finley
Calpepper
Bennick
Long
Hinton
Hoover
Sessions
Kate
Paschal
Wigfall

Dear Ms. Vance:

Enclosed for filing in the above-referenced docket, are eighteen (18) copies of the Proposed Recommended Arbitration Order of the Public Staff.

By copy of this letter, I am forwarding a copy to all parties of record.

Yours very truly,

Lucy E. Edmondson
Staff Attorney

LEE:cla

Enclosure

cc: Parties of Record

Executive Director
733-2435

Communications
733-2810

Economic Research
733-2902

Legal
733-6110

Transportation
733-7766

Accounting
733-4279

Consumer Services
733-9277

Electric
733-2267

Natural Gas
733-4326

Water
733-5610

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

FILED

OCT 10 2008

Clerk's Office
N.C. Utilities Commission

DOCKET NO. P-1187, SUB 2

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of

Petition of Intrado Communications Inc. for)	
Arbitration Pursuant to Section 252(b) of the)	PROPOSED RECOMMENDED
Communications Act of 1934, as Amended, to)	ARBITRATION ORDER OF
Establish an Interconnection Agreement, with)	THE PUBLIC STAFF
BellSouth Telecommunications, Inc. d/b/a)	
AT&T North Carolina)	

HEARD IN: Commission Hearing Room, Dobbs Building, 430 North Salisbury Street,
Raleigh, North Carolina, August 13, 2008

BEFORE: Commissioner Lorinzo L. Joyner, Presiding, Chairman Edward S. Finley,
Jr., Commissioner William T. Culpepper, III

APPEARANCES:

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FOR THE USING AND CONSUMING PUBLIC:

Lucy E. Edmondson
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Public Staff – North Carolina Utilities Commission
4326 Mail Service Center
Raleigh, North Carolina 27699-4326

BY THE COMMISSION: This matter is before the Commission pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (TA96 or the Act), North Carolina General Statute 62-110(f1), and various Commission orders, on a Petition of Intrado Communications Inc. (Intrado) requesting the Commission to arbitrate an unresolved issue that arose in negotiations with BellSouth Telecommunications, Inc. d/b/a/ AT&T North Carolina (AT&T).

Section 251 of the Act requires each incumbent local exchange carrier (ILEC) to provide interconnection to requesting telecommunications carriers with the ILEC's network and unbundled access to network elements on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with Section 252 of the Act. Section 252(b) of the Act provides for arbitration by state regulatory commissions of unresolved issues between ILECs and requesting carriers concerning interconnection agreements and network elements.

On December 21, 2007, Intrado filed for arbitration of rates, terms, and conditions of interconnection with AT&T. Intrado also moved that the deadline for the filing of prefiled testimony be extended by 40 days. Included with the Petition for Arbitration was a Motion for Admission *Pro Hac Vice* for Chérie R. Kiser, Angela F. Collins, and Rebecca Ballesteros.

By order dated December 28, 2007, the Commission extended the deadline for the filing of prefiled direct testimony by Intrado to January 30, 2008, prefiled rebuttal

testimony by AT&T to March 11, 2008, and prefiled rebuttal testimony of Intrado to March 21, 2008. On January 3, 2008, the Commission granted the Motion for Admission *Pro Hac Vice* for Chérie R. Kiser, Angela F. Collins, and Rebecca Ballesteros.

On January 15, 2008, AT&T filed a Response to the Petition for Arbitration and a Motion for Abeyance. On January 23, 2008, Intrado filed an Opposition to Motion for Abeyance. On January 28, 2008, AT&T filed a Response to Intrado's Opposition to Motion for Abeyance. On January 29, 2008, the Commission issued an Order of Abeyance to allow the parties to negotiate in good faith in order to resolve or clarify issues before the Commission.

On March 20, 2008, Intrado filed a Motion to extend the deadline for the filing of direct and rebuttal testimony, which was granted by Order of the Commission on March 25, 2008. On April 24, 2008, Intrado prefiled the testimony of Thomas W. Hicks, Cynthia Clugy, and Carey F. Spence-Lens. On April 24, 2008, Intrado filed a motion to extend the deadline for the filing of the joint matrix and joint proposed procedural schedule; the Commission granted the motion on April 25, 2008. On May 1, 2008, Intrado moved for an extension of time to file the joint issues matrix; the Commission granted the motion on May 2, 2008.

On May 2, 2008, Intrado and AT&T, having been unable to reach an agreement on a proposed procedural schedule, separately filed proposed procedural schedules. On May 8, 2008, the Commission issued an Order Setting Procedural Schedule. On May 9, 2008, Intrado and AT&T filed a Joint Issues Matrix.

On May 23, 2008, AT&T filed the prefiled rebuttal testimony and exhibits of Patricia Pellerin and Jason Constable. On June 3, 2008, Intrado filed the rebuttal testimony and exhibits of Thomas W. Hicks, Cynthia Clugy, John R. Melcher, and Carey F. Spence-Lens.

On June 24, 2008, the Public Staff filed a Notice of Participation and Request for Service of Filings. On July 1, 2008, Intrado and AT&T filed a Revised Joint Issues Matrix.

On July 15, 2008, AT&T filed a Motion to Admit J. Phillip Carver to Practice before the Commission; the Commission granted the Motion on July 18, 2008.

On July 25, 2008, the Public Staff moved that the Commission issue an order requiring Intrado and AT&T to file a second revised joint issues matrix. The Commission granted the Public Staff's Motion on July 28, 2008. On August 6, 2008, Intrado and AT&T filed a Second Revised Joint Issues Matrix.

On August 6, Intrado and AT&T filed orders of witnesses and estimates of cross-examination time. The Public Staff filed an estimate of cross-examination time on August 6, 2008.

The evidentiary hearing was held as scheduled on August 13, 2008. Proposed orders and briefs were filed by Intrado, AT&T, and the Public Staff on October 10, 2008.

Based on the foregoing and the entire record of evidence in this matter, the Commission makes the following findings of fact:

FINDINGS OF FACT

1. Intrado intends to provide telephone exchange service to public safety answering points (PSAPs) and other public safety agencies in North Carolina.
2. AT&T is required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996 to Intrado for telephone exchange service to public safety answering points (PSAPs) and other public safety agencies in North Carolina and any other telephone exchange service or exchange access Intrado may offer.
3. The interconnection agreement (ICA) should contain rates in instances when AT&T is the 911 service provider to the PSAP and when Intrado is the 911 service provider to the PSAP.
4. When Intrado and AT&T each serve a different PSAP and transfer calls between each other, it is not required that the ICA contain rates for this direct trunking interconnection.
5. The 13-state template should be used as a basis for this ICA. If the parties agree, they may instead choose to use the 22-state template since it appears now to be the standard template for the combined BellSouth/SBC legacy regions.
6. The additional language proposed by AT&T in Appendix 911 § 1.3 and by Intrado in Appendix 911 § 9.1 should not be adopted. The clarifying language proposed by Intrado in Appendix OET § 1.4 should be adopted.
7. The language in Appendix (Interconnection Trunking Requirements) ITR § 4.2 should be adapted to conform to certified local provider (CLP) trunking obligations in the 9-state region.
8. AT&T's proposed primary/secondary routing system should be used to handle 911 traffic in a split wire center.
9. The primary selective router should be determined by which selective router is assigned to the PSAP that serves the majority of access lines in the wire center.
10. The language in the ICA should require Intrado to establish trunking to the appropriate Point of Interconnection (POI) on AT&T's network while acknowledging Intrado's right to provision these facilities through a third party.

11. AT&T is required to provide interconnection for the transmission and routing of telephone exchange traffic, exchange access traffic, or both, at any technically feasible point within AT&T's network.
12. The parties may negotiate and establish multiple POIs, or different POIs for different types of services, but dictating to the parties a specific POI for a particular type of service, i.e. 911 service, is outside the authority of the Commission.
13. AT&T is not required to agree to an interconnection point on the network of Intrado, but it may agree to interconnect at a point on Intrado's network as part of a negotiated settlement.
14. The interconnection of selective routers operated by AT&T and Intrado should follow the primary/secondary routing architecture currently in use by AT&T and other ILECs in North Carolina.
15. The Automatic Number Identification (ANI) and Automatic Location Information (ALI) information that was initially transmitted to the serving AT&T end office during the 911 call should be retained whenever the call is transferred between the parties' selective routers.
16. Each party should advise the other party of any system changes which it believes may impact the efficiency or reliability of the interconnected network, or might adversely impact the other party's provision of 911 service to the public.
17. AT&T's charges for the facilities, equipment, and services needed to interconnect with Intrado in order to enable Intrado to offer 911 services to PSAPs and the public should satisfy the requirements of Section 251(c).
18. The parties' proposed ICA should specify these charges and the charges Intrado intends to impose on AT&T for interconnection with Intrado's network.
19. The Commission should not require parties to obtain consent from PSAPs concerning any of the language contained in the ICA.
20. The first two sentences of Section 6.1 of Appendix ITR of the original 13-state template should be modified to reflect a reciprocal initial trunk forecasting requirement for AT&T and Intrado, and to require each party to review the forecast it receives and advise the other party of any problems that may impact its trunk forecast.
21. In each AT&T wire center where AT&T will interconnect with Intrado but will require no initial trunks from Intrado to implement the interconnection, AT&T shall furnish Intrado with a letter to that effect.

22. The ordering language Intrado proposed for Section 8.6.1 of Appendix ITR is reasonable and reciprocal and AT&T should be required to use Intrado's designated ordering process to obtain services from Intrado
23. The ICA should include the terms and conditions proposed by AT&T to address separate implementation activities for interconnection arrangements after the execution of the ICA.
24. The ICA 13-state Appendix 911 template provided in Revised Exhibit JEC-1 should be revised to: (1) remove the phrase "to support ALI interoperability" from paragraph 3.4.3; (2) remove Section 3.4.5 concerning the mutual sharing of steering tables; and (3) reflect consistent treatment of the parties' mutual responsibilities in the parallel paragraphs 3.4.3 and 5.4.3 of Sections 3.4 and 5.4 and parallel paragraphs 3.4.4 and 5.4.4 of Sections 3.4 and 5.4.
25. The ICA should not define a 911/E911-Trunk as a trunk from AT&T's End Office.
26. The parties should modify the definitions of Section 251(b)(5) Traffic, ISP-Bound Traffic, and Switched Access Traffic in the General Terms and Conditions (GTCs) section and the appendices to comport with current Federal Communications Commission (FCC) decisions and orders and to be consistent with the Commission's understanding of those decisions and orders.
27. The Appendix Intercarrier Compensation (IC) and Appendix ITR should retain the references to "wireline" and "dialtone" service.
28. Language specifying the actions to be taken to remove Switched Access Traffic is appropriate for inclusion in Section 16.2 of Appendix IC of the parties' ICA.
29. Blocking of switched access traffic should not be included in the ICA as an option.
30. The ICA should permit the retroactive application of charges that are not prohibited by an order or other change in law.
31. There should be a three-year term for the ICA.
32. When one party seeks to terminate the ICA, Intrado has the right to request a successor agreement from AT&T within ten days.
33. The ICA should reflect the language agreed to by the parties in their Ohio ICA with respect to the terms and conditions regarding billing and invoicing audits.
34. As long as an affiliate is properly certified in North Carolina and the Commission has received proper documentation, it is acceptable for the ICA to provide that the ICA

can be assigned to an affiliate if that affiliate's ICA has been terminated prior to such assignment.

35. The 13-state ICA language agreed to by the parties in Ohio, which addressed name changes and company code changes resulting from transfers and acquisitions, should be incorporated into the parties' North Carolina ICA. The language should be modified appropriately to reflect any North Carolina-specific requirements and terminology.

36. The word "customer" should not be substituted for the phrase "End User" when the limitation of liability also contains an expansive definition of "Person".

37. AT&T may limit its liability for damages caused by unintentional or negligent acts or omissions, but not for liability for willful, wanton, or intentional acts or omissions.

38. Language in the ICA should specify that for disputed charges put into the escrow account in a timely manner, the only fees owed would be the interest earned through the escrow account associated with the disputed charge.

39. Airline mileage should be rounded to the next whole mile. Reciprocal compensation usage should be rounded to the next whole minute in cases where actual usage is not available and the billing party relies on jurisdictional reporting factors.

40. The language proposed by AT&T is adequate to ensure that AT&T is paid for the services and products it might inadvertently provide to Intrado and that Intrado is not charged an unreasonable or discriminatory rate for receiving those services.

41. It is unnecessary to require that the ICA explicitly state that, to the extent technically feasible, the quality of the UNEs and access to such UNEs shall be at least equal to what AT&T provides to itself and to other telecommunications carriers requesting access to the UNEs because AT&T is already subject to this legal obligation.

42. Intrado's proposed additional language goes beyond the implied intent of Section 2.22 in the Physical Collocation Appendix and should not be adopted.

43. Any attachments should be incorporated into the ICA rather than incorporated by reference.

44. If a term is specifically defined in the ICA, it may be capitalized only when it is used in a manner consistent with the earlier definition.

MATRIX ISSUE NO. 1(a) AND FINDING OF FACT NO. 1

Issue: What service(s) does Intrado currently provide or intend to provide in North Carolina?

POSITIONS OF THE PARTIES

INTRADO: At this time, Intrado intends to provide telephone exchange service to PSAPs and other public safety agencies in North Carolina. This competitive 911 service offering is similar to the "telephone exchange communication service" or "Business Exchange Service" (as classified by AT&T) currently offered by AT&T to PSAPs in North Carolina via AT&T's retail tariff. In the future, Intrado will likely provide other types of local exchange services in North Carolina. The Intrado Intelligent Emergency Network® is a competitive next generation 911 network that permits Intrado to provide 911 emergency call delivery and management services for both voice and data through the automatic retrieval and delivery of intonation directly to PSAPs and other government agencies. The Intrado 911 service will provide resolutions to emergency situations more efficiently while enabling PSAPs to send information to other PSAPs even when they are not in the same jurisdiction. Intrado's network is designed to interoperate with existing legacy PSAP equipment, but avails much more capability once the PSAP migrates to newer technologies, such as Internet Protocol.

AT&T: Intrado only provides or intends to provide emergency services to PSAPs, not telephone exchange service or exchange access.

PUBLIC STAFF: Intrado intends to provide telephone exchange service to PSAPs and other public safety agencies in North Carolina.

DISCUSSION AND CONCLUSIONS

This issue was addressed by Intrado witnesses Spence-Lenss (Tr. Vol. 1, Pp. 22-3, Pp. 34-6) and Hicks (Tr. Vol. 1, Pp. 130-7, Pp. 164-6) and by AT&T witness Pellerin (Tr. Vol. 2, Pp. 21-3).

Intrado witness Spence-Lenss testified that Intrado intends to provide telephone exchange service to PSAPs and other public safety agencies in North Carolina. She explained that the proposed 911 service is similar to the "telephone exchange communication service" or "Business Exchange Service" currently offered by AT&T to PSAPs in North Carolina in AT&T's retail tariff. Ms. Spence-Lenss points out that AT&T's own 911 tariff describes its E911 service offering as a telephone exchange communication service. Intrado witness Hicks described the service Intrado intends to provide using its Intelligent Emergency Network as a competitive local exchange service used by PSAPs to receive, process, and respond to calls to 911 placed by consumers of traditional wireline and wireless dialtone services, as well as internet protocol (IP)-based communication services. The deployment of Intrado's network will require interconnection and interoperability with AT&T's existing E911 systems, as well as

interoperability among PSAPs served by competing selective router providers. There would also be mutual exchange of E911 traffic when either party is designated as the 911/E911 service provider.

AT&T witness Pellerin testified that Intrado intends only to provide emergency services to PSAPs and other carriers. She admitted that while in this proceeding Intrado seeks to include terms and conditions for basic local exchange service and has raised a number of arbitration issues to establish such terms and conditions, Ms. Pellerin believes that Intrado does not intend to provide basic local exchange services. She pointed out that Intrado stated in its Petition that it intends to offer "local exchange services," but qualified that to encompass only service to PSAPs and other carriers for the handling of emergency calls.

This is a case of first impression in North Carolina. There is no clear precedent from the FCC or courts as to whether interconnection for the purpose of exchanging 911/E911 traffic, which is generally one-way traffic, constitutes telephone exchange service or exchange access pursuant to Section 251(c)(2)(A) of the Act.¹ The FCC has been expansive in its definition of telephone exchange services. It has found that telephone exchange service is not only traditional voice telephony, but also includes "non-traditional 'means of communicating information within a local area.'"² For example, in its *Advanced Services Order*, the FCC found that even if "the transmission is a data transmission rather than a voice transmission ... such transmissions nevertheless constitute telephone exchange service."³ The FCC has also found that telephone exchange services include call-completion service offered by competing directory assistance providers.⁴

AT&T witness Pellerin admitted on cross-examination that AT&T's own E911 tariff described its offering as a "telephone communication service". (Tr. Vol. 2, P. 142; Pellerin Public Staff Cross Examination Exhibits 1 and 2) While AT&T argued that the one-way nature of the 911/E911 traffic would preclude it from being classified as exchange service, AT&T witness Pellerin admitted that AT&T had entered into an interconnection agreement with a one-way paging company that regarded one-way paging as local traffic. (Tr. Vol. 2, Pp. 147-8; Pellerin Public Staff Cross Examination Exhibit 3) Thus, it appears that AT&T itself has treated 911/E911 service or other service with similar characteristics as telephone exchange services. The Commission finds that Intrado intends to provide telephone exchange service to PSAPs and other public safety agencies in North Carolina. It is not required to offer additional services for it to be deemed to offer telephone exchange service. Intrado is therefore a telecommunications carrier engaged in the provision of telephone exchange service pursuant to Section 251 of the Act.

¹ Section 251(c)(2)(A) of the Act provides that the ILEC must interconnect "for the transmission and routing of telephone exchange service and exchange access".

² *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385, ¶ 17 (1999) ("Advanced Services Order").

³ *Advanced Services Order* ¶ 21.

⁴ *Provision of Directory Listing Information under the Telecommunications Act of 1934, as Amended*, 16 FCC Rcd 2736, ¶ 17 (2001).

MATRIX ISSUE NO. 1(b) AND FINDING OF FACT NO. 2

Issue: Of the services identified in 1(a), for which, if any, is AT&T required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?

POSITIONS OF THE PARTIES

INTRADO: AT&T is required to provide interconnection to Intrado for all of the services offered by Intrado because those services are telephone exchange services. 911 and E911 services are local exchange services whereby subscribers of real time, two-way voice communication services can reach the nearest and/or appropriate emergency response agency. Intrado's telecommunications services will accept, route, transmit, transport, and/or aggregate 911 calls from its end user customers, and route those calls to the appropriate PSAP without change in the form or content of the information as sent or received. Intrado's services have the same qualities as other telephone exchange services recognized by the FCC. Telephone exchange services are not limited to traditional voice telephony, but also include non-traditional means of communicating information within a geographic area. AT&T's North Carolina 911 tariff similarly classifies the services that AT&T provides to PSAPs - the tariff states that basic 911 is provisioned using "exchange lines" and is classified as a "Business Exchange Service" and that E911 service "is a telephone exchange communication service." In order to provide local exchange services to end users, including to governmental agencies and PSAPs, Intrado must interconnect its network with the incumbent providers that have connections with and provide services to PSAPs and other end users. Interconnection, at a minimum, will allow AT&T's end users to reach Intrado's end users and vice versa. In the emergency services context, interconnection will permit the 911 call, including the caller's information, to reach the appropriate PSAP.

AT&T: None. AT&T is only obligated to offer Section 251(c) interconnection for telephone exchange service and exchange access.

PUBLIC STAFF: AT&T is required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996 to Intrado for telephone exchange service to public safety answering points (PSAPs) and other public safety agencies in North Carolina and any other telephone exchange service or exchange access Intrado may offer.

DISCUSSION AND CONCLUSIONS

This issue was addressed by Intrado witnesses Spence-Lenss (Tr. Vol. 1, Pp. 23-5,; Pp. 36-44) and Hicks (Tr. Vol. 1, Pp. 137-8, Pp. 166-72) and AT&T witness Pellerin (Tr. Vol. 2, Pp. 23-34).

Intrado intends to provide 911/E911 services to PSAPs, which the Commission has found to be telephone exchange service. Both parties agree that AT&T is required pursuant to section 251(c) to offer interconnection for telephone exchange service and

exchange access. Therefore, AT&T is required to offer interconnection under Section 251(c) of the Act to Intrado for telephone exchange service to PSAPs and other public safety agencies in North Carolina and any other telephone exchange service or exchange access Intrado may offer.

MATRIX ISSUES NOS. 1(c) AND 1(d) AND FINDINGS OF FACT NOS. 3 AND 4

Issues: 1(c) Of the services identified in 1(a), for which, if any should rates appear in the ICA; and 1(d): For those services identified in 1(c), what are the appropriate rates?

POSITIONS OF THE PARTIES

INTRADO: As a telecommunications carrier offering telephone exchange services, Intrado is entitled to interconnection facilities and unbundled network elements (UNEs) at cost-based rates established pursuant to the process set forth in Sections 251 and 252 of the Act. Intrado's ICA with AT&T should include the pricing appendix typically approved by the Commission for AT&T's interconnection agreements that sets forth the prices to be charged by AT&T for services, functions and facilities to be purchased in connection with the parties' interconnection arrangements in North Carolina. Intrado is not seeking rates other than those normally used in North Carolina interconnection agreements. Intrado has also proposed rates to govern AT&T's interconnection to Intrado's network, such as port termination charges, when Intrado has been designated as the 911/E911 service provider. These charges apply to any carrier seeking to connect to Intrado's network. The charges proposed by Intrado are similar to the imposed by AT&T on competitors for interconnection to AT&T's network. Intrado's proposed rates are not "commercial" and are charged to any carrier seeking to connect to Intrado's 911/E911 network. Intrado does not dispute that AT&T can use its facilities (or the facilities of a third party) to reach the Intrado selective router port.

AT&T: None. See part (b). Intrado proposes in 13-state Pricing § 1.1 to include its own rate table based on its commercial agreement. The 9-state template does not have a general pricing attachment; pricing is set forth as part of the specific attachments. For example, Attachment 2 Network Elements contains exhibits with network element rates; Attachment 3 Interconnection contains exhibits with local interconnection rates; etc. That notwithstanding, AT&T's rates are included in its ICA rate table and/or its tariffs. Intrado proposes in 13-state Pricing § 1.1 to include its own rate table, which is based on its commercial agreement. AT&T should not pay Intrado commercial rates for interconnection while Intrado enjoys Total Element Long Run Incremental Cost (TELRIC) rates from AT&T. As a general matter, Intrado's ICA rates to AT&T should not exceed AT&T's ICA rates to Intrado for reciprocal services. Furthermore, the parties should only charge for services provided. For example, Intrado should not charge rates that include entrance facilities when AT&T is not obtaining entrance facilities from Intrado.

PUBLIC STAFF: The ICA should contain rates in instances when AT&T is the 911 service provider to the PSAP, and when Intrado is the 911 service provider to the PSAP. When Intrado and AT&T each serve a different PSAP and transfer calls between each other, it is not required that the ICA contain rates for this direct trunking interconnection.

DISCUSSION AND CONCLUSIONS

These issues were addressed by Intrado witnesses Spence-Lenss (Tr. Vol. 1, P. 26) and Hicks (Tr. Vol. 1, Pp. 138-9, P. 172) and by AT&T witness Pellerin (Tr. Vol. 2, Pp. 34-41).

Intrado contends that the ICA with AT&T should include a pricing appendix that sets forth the prices to be charged by AT&T for services, functions, and facilities to be purchased in connection with the parties' interconnection arrangements in North Carolina. It also has proposed rates for AT&T to pay to interconnect with Intrado.

In her discussion of the sub-parts of Issue 1, Ms. Pellerin explained three different scenarios and AT&T's position as to how services would be priced under each. The three scenarios are: (1) when AT&T is the 911 service provider to the PSAP; (2) when Intrado is the 911 service provider to the PSAP; and (3) when Intrado and AT&T each serve a different PSAP and transfer calls between each other. For the first scenario, AT&T has agreed to include terms and conditions for such interconnection and any related Section 251 rates in the ICA unless Intrado chooses to obtain facilities through AT&T's access tariff. AT&T contends it is not required by Section 251(c) of the Act to offer the arrangements contemplated by Scenarios 2 and 3, but is willing to negotiate a commercial agreement with Intrado. If the Commission requires AT&T to offer terms and conditions for these two scenarios, AT&T has proposed sections in Appendix 911. AT&T objects to including rates to be paid to Intrado by AT&T in the ICA.

It appears to the Commission that there is no dispute as to Scenario 1, for which AT&T has agreed to include terms and conditions for such interconnection and any related Section 251 rates in the ICA unless Intrado chooses to obtain facilities through AT&T's access tariff. In the second scenario, Intrado is the 911 service provider to the PSAP, and AT&T would be required to seek interconnection with Intrado for the completion of AT&T's customers' emergency service calls to the PSAP. In the Commission's view, this is simply the reverse of the first scenario. As such, AT&T is also subject to the requirements of Section 251(c) in providing for this interconnection arrangement. In both cases, the location of the POI is of Intrado's choosing, but must be on AT&T's network as is more fully discussed in the findings related to Issue No. 4. The Commission would expect, based upon the importance of the 911 network, that Intrado would choose a POI that minimizes the potential for introducing errors and does not make the configuration of the 911 network any more complicated than necessary.

The third scenario, where an AT&T PSAP and an Intrado PSAP wish to be able to transfer calls between one another, is not one in which AT&T's Section 251(c) obligations are applicable. This does not mean AT&T has no obligation to interconnect, only that the obligation is not pursuant to Section 251(c). It is the Commission's understanding that this service involves trunks between a PSAP served by an AT&T selective router and a PSAP served by an Intrado selective router. As such, the public switched network would not be involved in the transfer of these calls.

Thus, Intrado is entitled to arbitration pursuant to Section 252(b) of the Act as to all three scenarios. Section 252(b) of the Act delegates to state commissions the authority to arbitrate disputes pertaining to a request for interconnection, services, or network elements pursuant to Section 251 of the Act, not merely disputes arising pursuant to Section 251(c) of the Act. The rates applying to interconnection pursuant to Scenarios 1 and 2 must be included in the ICA. It is not required that the ICA contain rates for Scenario 3 when AT&T and Intrado directly interconnect for the purpose of transferring calls between PSAPs.

MATRIX ISSUE NO. 2 AND FINDING OF FACT NO. 5

Issue: Is AT&T's 9-state template ICA the appropriate starting point for negotiations? If not, what is?

POSITIONS OF THE PARTIES

INTRADO: AT&T's 9-state template ICA is not the appropriate starting point for negotiations. Rather, Intrado seeks to utilize AT&T's 13-state template ICA as the starting point for negotiations. Like many providers, Intrado is seeking consistent and uniform operating procedures and processes throughout ILEC regions. Intrado has designed a national network, not a cobbled together network that varies by state or region. Thus, Intrado's interconnection needs are consistent across the nation. An ICA based on one uniform template minimizes potential disputes and disagreements between the Parties because there is only one set of terms and conditions governing the Parties' relationship throughout the nation. In addition, using a single comprehensive agreement reduces the expense and time of negotiating multiple agreements to govern the same types of services. The Parties have already negotiated and reached agreement on many of the outstanding issues before this Commission with respect to the AT&T 13-state template, and AT&T has provided no valid for not continuing to use that set of documents in North Carolina. Intrado understands that billing systems, UNEs, pricing, and performance standards may differ by state. Despite repeated requests, AT&T has provided no reason, technical infeasibility or otherwise, for not using in North Carolina the documents the Parties have negotiated and agreed to use in Ohio. Intrado has no obligation to negotiate an ICA based on the templates produced by AT&T. Nonetheless, Intrado has agreed to negotiate an agreement starting with an AT&T template in hopes of reaching a mutually beneficial agreement more rapidly. While AT&T has implied that some of the remaining unresolved issues may be resolved through adoption of its 9-State agreement, none of the unresolved

issues are based upon unique legal/regulatory network architecture, systems, technical or operational requirements mandated by the State of North Carolina or local governments, but appear to be purely related to AT&T's inability to resolve policy differences that have not been internally resolved throughout the entire AT&T territory. The resolution of Issue 2 does not change the language proposed by Intrado in this proceeding. Intrado views the language it has proposed in this proceeding as necessary for the ICA. In addition, much of the language at issue between the Parties is contained in some form in AT&T's new 22-state template ICA. AT&T has not demonstrated why similar language cannot be used in the Parties' North Carolina agreement.

AT&T: Yes. AT&T's 9-state template was specifically designed for CLEC⁵/CLP ICAs in its 9-state (former BellSouth) territory and is therefore the appropriate point for negotiations for an ICA with Intrado. The 9-state template is based on the network architecture and systems in use in the 9-state territory and includes the unique state specific legal/regulatory requirements, network, technical, operational, operations support systems, policies, etc. for the former BellSouth region. AT&T offered Intrado the 9-state template for North Carolina, and the parties negotiated, prior to the filing of the arbitration, off of that template. In contrast, the 13-state template was designed for CLEC ICAs in AT&T's 13-state (former SBC) territory and does not address the network configuration or systems in use in North Carolina. A decision by the Commission that the parties utilize the 13-state template in North Carolina would require additional months to assess and would give rise to numerous additional issues that are as yet unidentified. AT&T made its 22-state generic ICA available to CLPs, including Intrado on July 1, 2008. Intrado has neither requested this template nor indicated a willingness to utilize it in North Carolina. However, AT&T would agree to use its 22-state template (in its entirety) for Intrado's North Carolina ICA, modified to reflect the outcome of issues presented for arbitration and consistent with any technical, regulatory and/or operational issues specific to the former BellSouth region. Related Issues: The language disputes for Issues 18(a, b), 20, 22, 23, 25(a-d), 33 and 35 were resolved between the parties in the context of negotiations in Ohio (13-state template). Those issues simply don't exist if the 9-state template is used. However, Intrado will not reflect these issues as inapplicable for the 9-state template and instead insists that the language from the 13-state template be imported for no reason other than its general desire for 13-state language. In the event the Commission concludes that the 9-state template is the proper foundation for the parties' ICA in North Carolina, it would be inappropriate to import the 13-state language from these issues into a 9-state agreement -- just as it would be improper to require other 13-state language be included in an ICA that is based on the 9-state template.

PUBLIC STAFF: As many of the outstanding issues appear in the 13-state agreement and not in the 9-state template, the 13-state template should be used as a basis for this ICA. If the parties agree, they may instead choose to use the 22-state template since it appears now to be the standard template for the combined BellSouth/SBC legacy regions.

⁵ Competitive Local Exchange Carrier (CLEC)

DISCUSSION AND CONCLUSIONS

This issue was addressed by Intrado witness Spence-Lenss (Tr. Vol. 1, Pp. 26-8, Pp. 44-9) and AT&T witness Pellerin (Tr. Vol. 2, Pp. 42-56). Simply put, Intrado wants to use the 13-state template in North Carolina, on which it reached agreement with AT&T in Ohio, while AT&T wants to use its 9-state template, which it has used in negotiations in the former BellSouth region. Both parties contend that if the Commission rules against them on this issue, it will take a substantial amount of time to negotiate the subsequent ICA in order to adapt the template. The Commission notes that on July 1, 2008, AT&T stopped offering the 9-state and 13-state templates and began offering a 22-state template. A template is merely a starting point for negotiations, the use of which can facilitate negotiations by establishing a framework for an ICA. The law does not require the use of a template at all or give either party the right to choose the template. Provisions can be added to, deleted from, or modified within the template. Intrado and AT&T have negotiated many of these issues already in Ohio.

AT&T contends that a number of the issues raised by Intrado would need no resolution if the 9-state template is used because the issues do not arise in the context of the 9-state template. In the August 6 Joint Matrix, Intrado contends that substitution of the 9-state template will not resolve the issues as contended by AT&T. Under Section 252(c) of the Act, the Commission is required to resolve each issue set forth in the petition. The issues raised by Intrado that AT&T contends would be settled by use of the 9-state template are valid and reasonable issues, and the Commission believes it has the duty to resolve them. Many of the outstanding issues appear in the 13-state agreement and not in the 9-state template, and the Commission notes that many of these have been resolved in connection with the Ohio arbitration.

With the amount of time that has already been spent resolving issues pursuant to the 13-state template, the Commission finds that the 13-state template should be used as a basis for this ICA. If the parties agree, they may choose instead to use the 22-state template instead of the 13-state template since the 22-state template appears now to be the standard template for the combined BellSouth/SBC legacy regions.

MATRIX ISSUE NO. 3 AND FINDINGS OF FACT NOS. 6 AND 7

Issue: What trunking and traffic routing arrangements should be used for the exchange of traffic generally?

POSITIONS OF THE PARTIES

INTRADO: Intrado has proposed minor, clarifying revisions to AT&T's proposed language for Appendix 911 § 9.1. AT&T objects to Intrado's revisions, but has not explained why. Intrado is not required to establish trunking to every tandem in a LATA or every originating office connected to a tandem as AT&T's proposed language

requires. AT&T's Out-of-Exchange Appendix should not apply to 911/E911 traffic or inter-selective router traffic. Intrado has proposed language to clarify that the terms and conditions of that appendix do not apply to those types of traffic.

AT&T: In Appendix 911 § 1.3, the Parties agree that approval is required from the E911 Customer for a Party to carry the customer's 911 traffic. AT&T's additional language properly captures the E911 Customer's ability to revoke its authorization. In Appendix 911 § 9.1, AT&T proposes language which provides that the 911 appendix applies to the provision of 911 service pursuant to Section 251. Intrado objects to this general language, but its reasons are unclear. Regarding non-911 traffic, in 13-state ITR § 4.2, Intrado has substituted the word "may" for "shall" where AT&T would ask a carrier to establish trunking to the correct tandem. (Similar language appears in 9-state Attachment 3 Interconnection.) Without a trunk group at these tandems, there is a possibility that there could be misrouted traffic or blocked calls. Intrado may never send PSTN traffic anywhere, as it only wants to route 911 traffic, but the language AT&T proposes is important if it ever does (or if another CLEC adopts Intrado's ICA). Intrado proposes language to exclude the exchange of 911 calls and inter-SR calls from the Appendix Out-of-Exchange Traffic (OET). This language is unnecessary because the definition of out-of-exchange traffic in OET § 1.4 already excludes 911 traffic.

PUBLIC STAFF: The additional language proposed by AT&T in Appendix 911 § 1.3 and by Intrado in Appendix 911 § 9.1 should not be adopted. The clarifying language proposed by Intrado in Appendix OET § 1.4 should be adopted. The language in Appendix ITR § 4.2 should be adapted to conform to CLP trunking obligations in the 9-state region.

DISCUSSION AND CONCLUSIONS

Intrado witness Thomas Hicks addressed Issues 3, 3(a), and 3(b) in his direct (Tr. Vol. 1, Pp. 139-46) and rebuttal testimony (Tr. Vol. 1, Pp. 172-9), Intrado witness Melcher in his rebuttal testimony (Tr. Vol. 1, Pp. 195-8), AT&T witness Pellerin in her rebuttal testimony (Tr. Vol. 2, Pp. 56-7; Pp. 78-80), and AT&T witness Constable in his rebuttal testimony (Tr. Vol. 2, Pp. 173-84).

In Appendix 911 § 1.3, AT&T proposed additional language to capture the E911 customer's ability to revoke its authorization. The Commission finds that this language is not needed in the agreement. Intrado proposed minor revisions to the language in Appendix 911 § 9.1. The Commission finds that Intrado's additions are unnecessary and therefore should not be added as well.

In Appendix ITR § 4.2, Intrado proposed to substitute the word "may" for "shall" where AT&T would ask a carrier to establish end office and tandem trunking. The Commission agrees with Intrado that it should not be required to establish trunking to every AT&T end office and tandem in a Local Access and Transport Area (LATA). It appears that the language in this section of the 13-state agreement does not comport with the trunking obligations of a CLP in the 9-state region. The parties should adapt

the language in the agreement to clarify that Intrado is only required to establish trunking to the tandems and end offices that would be appropriate for a CLP operating in North Carolina.

Intrado proposed additional language in Appendix OET § 1.1 to clarify that the OET appendix does not apply to 911 traffic. (Tr. Vol. 1, P. 144) AT&T Witness Pellerin contended that the language is unnecessary because 911 traffic is already excluded by the definition of Out of Exchange Traffic in § 1.4 of the appendix. (Tr. Vol. 2, P. 78) Upon a review of the language in § 1.4 of the appendix, the Commission concludes that the additional language proposed by Intrado is necessary since the definition of OET does not clearly exclude 911 traffic.

MATRIX ISSUE NO. 3(a) AND FINDINGS OF FACT NOS. 8 AND 9

Issue: What trunking and traffic routing arrangements should be used for the exchange of traffic when Intrado is the designated 911/E911 service provider?

POSITIONS OF THE PARTIES

INTRADO: Intrado has proposed language to address situations in which AT&T's end user customer making the emergency call is located outside of Intrado's 911/E911 serving area to ensure that such calls are routed between the Parties using the most efficient and reliable method possible. Specifically, when an area is served by more than one public safety agency (only one of which may be Intrado's PSAP customer), Intrado's language would require AT&T to implement "line attribute routing" to ensure that only traffic destined for Intrado's PSAP customer is delivered to Intrado. Where it is technically infeasible for AT&T to sort its end users' 911 call traffic at the associated originating office and where an originating office serves customers both within and outside of Intrado's network serving area, it is best for AT&T and Intrado to work cooperatively with the affected governmental 911 authority to determine which 911 provider is best suited to sort the 911 traffic and hand-off calls to the other 911 provider as appropriate. If Intrado is required to sort AT&T's traffic, Intrado's language would permit Intrado to recover its costs for performing this service. Furthermore, any originating offices that do not require call sorting should be trunked directly to the Intrado POI with no intermediary switching from the originating end office. Lastly, AT&T should retain discrete trunk groups representing each originating office so that the government 911 authority may define appropriate default routing arrangements for each originating office. It is technically feasible for AT&T to perform any required sorting of 911 traffic at the originating office when the originating office is a digital or analog electronic switching system. Call sorting via another stage of switching (*i.e.*, the AT&T selective router) is entirely unnecessary and only increases the risk of error into the E911 call processing system.

AT&T: When Intrado is the designated 911/E911 Service Provider, there are two general scenarios that will be addressed: (1) AT&T will establish direct end office 911 trunk groups to the Intrado Selective Router (SR) for wire centers that are not split

between PSAP jurisdictions; and (2) AT&T will establish SR to SR trunk groups for wire centers that are split between PSAP jurisdictions. It is critical that network reliability and integrity be maintained in this process. The AT&T E911 systems that are in place today are among the best in the industry at providing reliable E911 service with accurate automatic location identification (ALI). Intrado's insistence that AT&T should re-engineer its network in a way that would severely compromise network reliability in order to reduce Intrado's cost of doing business should be rejected.

PUBLIC STAFF: AT&T's proposed primary/secondary routing system should be used to handle 911 traffic in a split wire center. The primary selective router should be determined by which selective router is assigned to the PSAP that serves the majority of access lines in the wire center.

DISCUSSION AND CONCLUSIONS

This issue involves 911 calls delivered from an AT&T end office to a PSAP served by Intrado in a wire center split among multiple PSAP service providers. In this situation, Intrado witness Hicks testified that AT&T should be required to use line attribute routing to sort 911 traffic at the originating end office, and deliver the calls directly to Intrado's selective router over diverse and redundant facilities. He stated that line attribute routing is technically feasible. (Tr. Vol. 1, P. 173)

Mr. Hicks maintained that this configuration is preferable to secondary processing through AT&T's selective router because it introduces fewer points of failure into the call set-up and delivery. (Tr. Vol. 1, P. 196) He contended that, by sending calls destined for Intrado through AT&T's router, Intrado's overall reliability and 911 integrity remains subject to the effectiveness and efficiency of AT&T. If AT&T uses common transport trunks to transfer 911 calls between routers, an Intrado-served PSAP will not be able to determine the originating office. (Tr. Vol. 1, P. 142)

Mr. Hicks further maintained that, if the Commission finds that it is not feasible for AT&T to implement line attribute routing, AT&T should not be allowed to charge PSAPs served by Intrado for selective routing. (Tr. Vol. 1, P. 175) He asserted that this would equate to AT&T charging PSAPs for services that have not been ordered. (Tr. Vol. 1, P. 178) Mr. Hicks stated that AT&T should not be allowed to recover its costs from the PSAP for sorting 911 traffic to the proper PSAP provider, whether accomplished via line attribute routing or via secondary switching. (Tr. Vol. 1, P. 179)

AT&T witness Constable testified that AT&T proposes to initially direct all 911 traffic in a split wire center through a single selective router that has been designated as the primary router. This would be the router assigned to the PSAP that serves the majority of access lines in the wire center. If a call needs to be sent to a PSAP not served by the primary router, the call would be forwarded to the other carrier's selective router, referred to as the secondary router. This should minimize the number of calls that will need to be routed twice. Mr. Constable maintained that this is how the routing

of 911 calls is handled in split wire centers today. He described this as a reliable process that has been in place for many years. (Tr. Vol. 2, Pp. 175-6)

Mr. Constable testified that line attribute routing, also known as class marking, would require thousands of costly changes to AT&T's systems. In addition, a service order would have to be issued for each customer line to point 911 calls to the proper PSAP. (Tr. Vol. 2, Pp. 178-9) Each time a PSAP changed service providers, this process would have to be repeated. (Tr. Vol. 2, P. 180) He maintained that this form of routing has never been used by AT&T on 911 calls. (Tr. Vol. 2, P. 177) Mr. Constable estimated that the initial conversion to line attribute routing could cost between two to three million dollars and take 12 to 18 months to complete. (Tr. Vol. 2, P. 211)

Mr. Constable contended that implementing line attribute routing would be an expensive, manual, time consuming process that would be prone to errors that could reduce the reliability of 911 service. He asserted that the National Emergency Number Association, NENA, found line attribute routing to be more error prone than routing calls at the selective router. (Tr. Vol., Pp. 178-9)

The Commission agrees with AT&T that the primary/secondary routing process currently in place today should remain as the default routing method in split wire centers. The Commission declines to require AT&T to convert its systems to provide line attribute routing. The Commission believes that line attribute routing is a more error prone way of sorting 911 traffic, while requiring an unknown, but certainly sizable, cost and time commitment from AT&T to implement. These costs could also recur if a PSAP decides to switch to another provider from Intrado.

Based on the cost and reliability issues associated with line attribute routing, the Commission does not believe that Intrado's request is reasonable or necessary. Primary/secondary routing can provide Intrado with the access to 911 traffic it needs to provide service to prospective PSAP customers. AT&T's proposal also allows it to meet its federal obligations under Section 251(c)(d)(C) of the Act to provide interconnection at least equal in quality to that provided to itself or another ILEC.

The Commission also agrees with AT&T's method of determining the primary selective router, *i.e.*, the router assigned to the PSAP that serves the majority of access lines in the wire center. This will minimize the number of 911 calls in a split wire center that would have to be routed twice which reduces the chance of 911 calls failing due to switching errors.

The Commission declines to find that AT&T should not charge a PSAP served by Intrado in the event that AT&T serves the primary routing function. Likewise, if Intrado provides the primary routing function in a split wire center, and transfers calls to an AT&T secondary router, The Commission declines to find that Intrado should not charge the PSAP for its primary routing service. Costs incurred by a third-party PSAP should not be addressed in the ICA.

MATRIX ISSUE NO. 3(b) AND FINDING OF FACT NO. 10

Issue: What trunking and traffic routing arrangements should be used for the exchange of traffic when AT&T is the designated 911/E911 service provider?

POSITIONS OF THE PARTIES

INTRADO: AT&T's proposed language would require Intrado to provide interconnection trunking at each AT&T selective router in areas in which Intrado provides local exchange service to end users. Intrado has revised this language to clarify that Intrado's only obligation when providing local exchange services to end users is to have *its end users' 911 traffic delivered to each AT&T selective router*. AT&T's language would require Intrado to provide its own trunking to those routers rather than use transport facilities provided by third-parties. There is no requirement that Intrado self-provision trunking to each AT&T 911 selective router.

AT&T: When AT&T is the designated 911/E911 Service Provider, AT&T expects to offer reciprocal trunk group arrangements necessary to provide reliable 911/E911 service to Intrado's end user local exchange customers (if there are any).

PUBLIC STAFF: The language in the agreement should require Intrado to establish trunking to the appropriate POI on AT&T's network while acknowledging Intrado's right to provision these facilities through a third party.

DISCUSSION AND CONCLUSIONS

The parties did not provide testimony addressing this issue. However, the Commission agrees with Intrado's position that it should be allowed to set up its network and reach the POI on AT&T's network through a third party. The agreement language should clearly allow Intrado to arrange for third party facilities to reach the AT&T POI while making clear that Intrado is responsible for the establishment of the necessary trunking whether using its own facilities or those of a third party.

MATRIX ISSUES 4(a), 4(b), AND 4(c) AND FINDINGS OF FACT NOS. 11-13

Issues 4, 4(a), 4(b) and 4(c): What terms and conditions should govern points of interconnection generally, and when: (a) Intrado Communications is the designated 911/E911 service provider; (b) when AT&T is the designated 911/E911 service provider; and (c) when a fiber mid-span meet is used?

POSITIONS OF THE PARTIES

INTRADO: For non-911 traffic, Intrado has the right to designate a single POI at any technically feasible location on AT&T's network. For 911/E911 traffic, when Intrado has been selected as the designated provider of 911/E911 services, AT&T must interconnect to a minimum of two geographically diverse POIs on Intrado's network,

which would be Intrado's selective router/access ports. When AT&T has been designated as the 911/E911 service provider, Intrado will establish a POI on AT&T's network for the exchange of local exchange traffic and emergency calls. This point may be at AT&T's selective router/911 tandem or any mid-span meet point established by the parties.

AT&T: Intrado will need to establish a POI within AT&T's network at the most economical and efficient location to provide service to a PSAP, which is at AT&T North Carolina's selective router location.

PUBLIC STAFF: AT&T is required to provide interconnection for the transmission and routing of telephone exchange traffic, exchange access traffic, or both, at any technically feasible point within AT&T's network. The parties may negotiate and establish multiple POIs, or different POIs for different types of services, but dictating to the parties a specific POI for a particular type of service, i.e. 911 service, is outside the authority of the Commission. AT&T is not required to agree to an interconnection point on the network of Intrado, but it may agree to interconnect at a point on Intrado's network as part of a negotiated settlement.

DISCUSSION AND CONCLUSIONS

Intrado witness Hicks addressed this issue in his direct (Tr. Vol. 1, Pp. 146-50) and rebuttal testimony (Tr. Vol. 1, Pp. 179-82), AT&T witness Pellerin in her rebuttal testimony (Tr. Vol. 2, Pp. 56-7), and AT&T witness Constable in his rebuttal testimony (Tr. Vol. 2, Pp. 184-92).

The issue involves determining the POI where AT&T and Intrado will connect their respective networks for the transmission and routing of telephone traffic. The authority governing this issue can be found in the FCC rules for interconnection in Part 51.305. That section provides, in part:

Part 51.305 Interconnection

(a) An incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network:

(1) For the transmission and routing of telephone exchange traffic, exchange access traffic, or both;

(2) At any technical feasible point within the incumbent LEC's network including, at a minimum:

- (i) The line-side of a local switch;
- (ii) The trunk-side of a local switch;
- (iii) The trunk interconnection points for a tandem switch;
- (iv) Central office cross-connect points;

- (v) Out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases; and
- (vi) The points of access to unbundled network elements as described in Sec. 51.319;

Intrado argues that there should be multiple POIs, depending on which party is providing service to the PSAP. When the PSAP is a customer of Intrado, AT&T should establish two geographically diverse POIs on Intrado's network; and when AT&T provides service to the PSAP, Intrado will establish a POI on AT&T's network. Intrado also offers as an alternative the possibility that the parties will agree on a meet point between the two networks, with both parties responsible for getting their respective traffic to the meet point. Intrado states that this method is similar to the way AT&T interconnects with other ILECs for the exchange of 911- traffic, and that Intrado would like to "mirror the type of interconnection arrangements that AT&T has used historically with other ILECs". (Tr. Vol. 1, P. 146) Intrado believes that deviating from a traditional method of establishing a POI on the ILEC's network when Intrado provides service to the PSAP is "the most efficient and effective network architecture and provides the highest degree of reliability for the provision of 911 services." (Tr. Vol. 1, P. 147)

AT&T proposes that the POI be established at AT&T's selective router location(s). AT&T argues that establishing the POI at the selective router follows the precedent established when the FCC determined that interconnection at the selective router was the proper interconnection point for wireless carriers, and that there is no reason to treat CLPs differently. AT&T states that Intrado's proposal to interconnect in the manner AT&T does with other ILECs is not appropriate because Intrado is not an ILEC, and those type arrangements are not governed by the requirements for interconnection requested under Section 251.

The Commission concludes that both parties are proposing interconnection arrangements that it cannot mandate. Neither Intrado's proposal to use ILEC-to-ILEC interconnection arrangements, nor AT&T's proposal to use ILEC-to-wireless interconnection arrangements, is within the scope of the Commission's authority in arbitrating a Section 251 dispute. Intrado has the right to interconnect at a point on AT&T's network as described in FCC rules, specifically Part 51.305.

While the parties may freely agree to choose any of these approaches, the Commission's authority is limited by the language in the FCC rules. The Commission can only require that AT&T allow Intrado to interconnect at a technically feasible point on AT&T's network. The FCC's rules do neither permit the Commission to require AT&T to interconnect with Intrado on Intrado's network nor permit the Commission to require Intrado to interconnect with AT&T at a particular point on AT&T's network.

Mandating the efficient operation of the state's 911 system in a competitive environment is simply not within the scope of this proceeding, an arbitration involving interconnection under Section 251. Nevertheless, the parties are justly concerned that the POI or POIs be established such that the public interest in the efficient operation of

the 911 system is protected, and the Commission encourages the parties to ensure that is the case.

MATRIX ISSUES 5(a) AND 5(b) AND FINDINGS OF FACT NOS. 14-19

Issues: 5(a) Should specific terms and conditions be included in the ICA for inter-selective router trunking? If so, what are the appropriate terms and conditions? 5(b) Should specific terms and conditions be included in the ICA to support PSAP-to-PSAP call transfer with ALI? If so, what are the appropriate terms and conditions?

POSITIONS OF THE PARTIES

INTRADO: The ICA serves as the framework for the interconnection and interoperability of competing local exchange networks. 911 is a local exchange network and end users (i.e., PSAPs) of the 911 network should be able to transfer 911 calls amongst themselves with full functionality regardless of who is the designated 911 service provider. In a competitive environment, a subscriber should be able to place calls to other subscribers without regard to who is the service provider. The best way to effectuate such seamless interoperability is to include provisions requiring inter-selective router trunk groups and PSAP-to-PSAP call transfer in the ICA. Intrado's language maximizes interoperability between the companies for the benefit of public safety.

While PSAP input may be helpful for these arrangements, there is no need for a separate agreement to implement them. Each Party is responsible for its end user customers (i.e., the E911 customer or PSAP) and can provide any information it deems appropriate, but there is no need to include a provision in the ICA that requires the Parties to obtain approval from end users as a prerequisite to deploying inter-selective router trunking or PSAP-to-PSAP call transfer capabilities.

AT&T's proposed language includes a limitation on inter-tandem switching, and Intrado has revised this language to clarify that those terms and conditions do not apply to the inter-selective router transfer of 911/E911 calls. Intrado has also added language that would require AT&T to notify Intrado if AT&T makes changes in its systems that could affect call transfer between PSAPs (and vice versa if Intrado makes changes in its systems). Any changes made by AT&T could cause service affecting conditions, impact the efficiency and reliability of the interconnected network, and might adversely impact public safety.

AT&T: The best industry practice is for the parties to negotiate private agreements for such arrangements with the participation of PSAPs and other relevant government disaster agencies. Such agreements are necessary because it is the PSAP customer that determines whether a selective router is installed. AT&T's language in 911 § 1.4 appropriately captures inclusion of PSAPs in private agreements.

In 911 § 7.4.1.5, AT&T objects to the requirement that it notify Intrado of each and every dialing plan change. Such notification is unduly burdensome and unnecessary, because AT&T experiences numerous dialing plan changes on a regular basis that have no impact whatsoever on inter-selective router trunking for 911.

PUBLIC STAFF: The interconnection of selective routers operated by AT&T and Intrado should follow the primary/secondary routing architecture currently in use by AT&T and other ILECs in North Carolina. The ANI and ALI information that was initially transmitted to the serving AT&T end office during the 911 call should be retained whenever the call is transferred between the parties' selective routers. Each party should advise the other party of any system changes which it believes may impact the efficiency or reliability of the interconnected network, or might adversely impact the other party's provision of 911 service to the public.

AT&T's charges for the facilities, equipment, and services needed to interconnect with Intrado in order to enable Intrado to offer 911 services to PSAPs and the public should satisfy the requirements of 47CFR 51, Subpart F-Pricing of Elements. The parties' proposed ICA should specify these charges and the charges Intrado intends to impose on AT&T for interconnection with Intrado's network. The Commission should not require parties to obtain consent from PSAPs concerning any of the language contained in the ICA.

DISCUSSION AND CONCLUSIONS

Intrado witness Thomas Hicks addressed these issues in his direct (Tr. Vol. 1, Pp. 150-7) and rebuttal testimony (Tr. Vol. 1, Pp. 182-6) and AT&T witness Constable in his rebuttal testimony (Tr. Vol. 2, Pp. 192-9). Mr. Hicks contended that Intrado's "interoperability" plan utilizing inter-selective router trunking would ensure that call transfers from one selective router to another could be performed in a manner that allowed misdirected emergency calls to be terminated to the correct PSAP, irrespective of 911 service provider. Calls transferred under Intrado's selective routing plan would retain critical caller ANI and ALI associated with the call. (Tr. Vol. 1, Pp. 150-1).

Mr. Hicks contended that "interoperability" is technically feasible, but that it is currently only available in North Carolina on a limited basis between ILECs offering 911 services. In other states, including Texas and California (where the functionality is tariffed), AT&T has already deployed interselective router transfer capability. Interoperability is necessary to ensure that PSAPs can fully utilize the benefits of the enhanced, next-generation 911 services Intrado provides over IP-based technology, while maintaining the minimum service that is available today. Whenever technically feasible, the trunks interconnecting selective routers should be geographically diverse and redundant. (Tr. Vol. 1, Pp. 151-3; 156-7).

Intrado's proposed ICA language would require interselective router trunking that allows call transfers between PSAPs subtending AT&T's selective routers and PSAPs subtending Intrado's selective routers. The resulting networks would have to satisfy

industry service quality standards and support diversity, redundancy, and reliability consistent with state or local 911 rules. (Tr. Vol. 1, P. 154).

Intrado's proposed language would also require AT&T to notify Intrado if it upgrades its selective routers or makes changes that might affect interselective routing capabilities, even if these changes do not directly affect Intrado. Intrado proposed that AT&T should also be required to advise Intrado of network changes that affect call transfer capabilities. Accordingly, each party should be required to maintain appropriate updates and routing translations for 911/E911 services and call transfers, and should be required to notify the other party whenever changes that might affect emergency call transfers are made to dial plans (plans that determine to which PSAP emergency calls should be transferred). Intrado believes that AT&T currently exchanges such dial plan information with other 911/E911 providers and contends that it deserves the same treatment. (Tr. Vol. 1, Pp. 154-6).

Under questioning by AT&T and the Public Staff, Mr. Hicks discussed Intrado's call routing proposal. This proposal would require AT&T to revise the line translations that provide 911 call routing instructions for every line in a "split wire center," i.e., a wire center in which some PSAPs are provided 911 service by AT&T and others by Intrado. He testified that Intrado did not know how much it would cost AT&T to implement line attribute routing for North Carolina or how long it would take, and did not offer to pay AT&T's line attribute routing implementation costs, but acknowledged that it was important for the Commission to take time, cost, and technical feasibility into consideration in order to decide whether Intrado's proposal was reasonable. Intrado had not asked AT&T to estimate its implementation costs, but expected AT&T to advise the Commission if it believed that implementation would take too long or be too costly. Since AT&T did not cite any excessive implementation costs, Mr. Hicks contended that these would not be prohibitive. He could not explain how small ILECs and CLPs would bear the cost of interconnecting with Intrado's selective routers, and suggested there might be a need to enact a program to help small providers offset such costs. (Tr. Vol. 1, Pp. 202-46).

In his rebuttal testimony, AT&T witness Constable contended that PSAPs might not want or need the capability for interselective router call transfers. For example, in the situation where nearby PSAPs are served by the same selective router, there might be no need to establish trunks to other selective routers in order to reroute misdirected calls. He contended that expensive trunking facilities should not be constructed unless a PSAP formally requests interselective router call transfer capabilities. If a PSAP does request these capabilities, the requesting PSAP should work with AT&T and Intrado to ensure that the proposed facilities satisfy its needs. Mr. Constable argued that placing interselective router call transfer provisions in an ICA between AT&T and Intrado with no oversight from the PSAPs would inappropriately remove the PSAPs from the decision-making process. (Tr. Vol. 2, Pp. 192-4).

Mr. Constable noted that Intrado's proposed provisions for interselective router trunking would cause AT&T to incur costs for facilities, trunks, database storage,

extensive translations, and testing without receiving any compensation. He stated that AT&T should have to bear such costs only if a PSAP intends to use the call transfer functionalities, and in such a case, the requesting PSAP should be involved in planning and implementing the call transfer architecture. Intrado's proposal would require that facilities and trunks be provisioned uniformly, even though that might not be what PSAPs want, and Intrado's provisioning plans might be at odds with those of other 911 customers. (Tr. Vol. 2, Pp. 194-5).

Mr. Constable stated that, under currently established practice, PSAPs that request selective router-to-selective router call transfers compensate AT&T for the costs of providing this service. Intrado's proposal would remove the PSAPs from the picture and place the burden of those costs on AT&T. Mr. Constable suggested that Intrado was effectively trying to compel AT&T to spend the money to implement new infrastructure so that Intrado could then offer its 911 services to PSAP customers at reduced rates. (Tr. Vol. 2, Pp. 195-6).

In Section 4 of the 911 Appendix, AT&T proposed language that would require AT&T and Intrado to provide selective router-to-selective router call transfers upon request from a PSAP. The requesting PSAP would be expected to participate in the planning process to ensure that the proposed call transfer architecture meets its needs. Such interaction during the planning stage would reduce the likelihood of future disputes with the PSAPs. (Tr. Vol. 2, Pp. 197-8).

In the summary of his testimony and during cross-examination, Mr. Constable compared the routing architectures that Intrado and AT&T envisioned for split wire centers. Under Intrado's line attribute routing plan, each line served by an AT&T end office switch would be assigned codes (attributes) that would specify whether an incoming 911 call from that line should be sent to the AT&T or Intrado router. The end office switch would read these codes and route the call to the correct router trunk group. If a call were misdirected (for example, due to incorrect line attributes), the router that initially received the call would simply transfer it to the other company's interconnected router. Mr. Constable stated that line attribute routing would be expensive to implement and would not enable Intrado to provide text messaging capability or any other new or enhanced 911 features or capabilities beyond what it could already provide using the primary/secondary routing architecture currently used by AT&T and other ILECs. He also cited comments from NENA which characterized line attribute routing as being error-prone and less efficient than primary/secondary routing. (Tr. Vol. 2, Pp. 210-1, 239-40).

As an alternative to line attribute routing, AT&T recommended using the primary/secondary routing procedures that are currently employed when multiple ILECs serve a split wire center. Each 911 call received by an AT&T end office would be routed initially to the primary router, defined as either the AT&T or Intrado router that handles a majority of the wire center's 911 traffic. The primary router would pass the 911 traffic that was destined for its subtending PSAPs directly to them and transfer the remaining 911 traffic to the secondary router. (Tr. Vol. 2, Pp. 210-2, 235-6).

Based on the evidence presented by Mr. Constable, which Intrado did not refute, the Commission concludes that the primary/secondary selective routing architecture currently employed by ILECs in North Carolina is the appropriate architecture for AT&T and Intrado to use when they jointly provide 911 service under a "split wire center" arrangement. This routing process appears to work well whenever ILECs share 911 responsibilities within a given geographical area, and testimony indicates that this arrangement should be more cost effective and less error-prone to implement than the selective router-to-selective router interconnection architecture proposed by Intrado.

The Commission also concludes, based on AT&T's assurances, which were not challenged by Intrado, that using AT&T's current primary/secondary routing architecture will not impair Intrado's ability to deploy any of its new or enhanced 911 features or capabilities. If Intrado begins providing service in North Carolina and encounters problems with such deployments, the Commission expects AT&T to work cooperatively and expeditiously with Intrado to solve them. If the parties fail to resolve the problems in a timely manner, they should bring them to the Commission for resolution.

AT&T and Intrado should provision their interconnected network so that each 911 call transferred from a primary to a secondary router retains the same ANI and ALI information that was initially delivered to the primary router. Each party will be responsible for advising the other party of any changes to its systems which may adversely impact the operation of the interconnected network, or the other party's provision of 911 service to the public.

AT&T's charges for the facilities, equipment, and services needed to interconnect with Intrado to enable Intrado to offer 911 services to PSAPs and the public must comply with the requirements of Section 251(c). These charges and the charges Intrado intends to impose on AT&T for interconnection must be specified in the parties' ICA other than those involving trunking between a PSAP served by an AT&T selective router and a PSAP served by an Intrado selective router. The Commission will not require parties to obtain consent from PSAPs concerning any of the language contained in the ICA.

The Commission directs AT&T and Intrado to submit a revised ICA pursuant to this Order that is consistent with all of the Commission's findings concerning Issues 5(a) and (b).

MATRIX ISSUES 6(a) AND 6(b) AND FINDINGS OF FACT NOS. 20-22

Issues: 6(a) Should requirements be included in the ICA on a reciprocal basis for: (1) trunking forecasting and (2) ordering? 6(b) If not, what are the appropriate requirements?

POSITIONS OF THE PARTIES

INTRADO: Intrado has modified AT&T's proposed ICA language to make the forecasting provisions reciprocal. Forecasts will be integral to assuring that the Parties' networks meet industry standards. AT&T's language requires Intrado to provide trunk forecasts to AT&T and there is no reason the obligation should not apply equally to both Parties. While AT&T's proposed language contains detailed provisions setting forth the process for Intrado to order services and facilities from AT&T, AT&T's proposed language does not address how AT&T will order services from Intrado. As co-carriers, both Parties will be purchasing services from the other and thus each Party should be aware of the process to order services and facilities from the other. Intrado has therefore included language addressing its ordering process that is consistent with industry terms and parameters in the ICA.

AT&T: In 13-state Appendix ITR § 6.1, AT&T requires Intrado to provide an initial trunk forecast to ensure adequate trunking to accommodate Intrado's demand when it enters the local exchange service market. While AT&T's general trunk forecast is made available to CLPs on an ongoing basis, AT&T's trunk forecast will have no meaning for Intrado from an initial implementation perspective. AT&T's 9-state template Attachment 3 Section 6 provides similar terms and conditions for trunk forecasting. Both parties should follow industry standard ordering guidelines and systems, using Access Service Requests (ASRs) and the EXACT system. AT&T should not be obligated to use an undefined and non-standard ordering system. This is true regardless of which template is used as the basis for the ICA.

PUBLIC STAFF: The first two sentences of Section 6.1 of Appendix ITR of the original 13-state template should be modified to reflect a reciprocal initial trunk forecasting requirement for AT&T and Intrado, and to require each party to review the forecast it receives and advise the other party of any problems that may impact its trunk forecast. This language should be submitted to the Commission for final approval by the deadline specified in the Order. In each AT&T wire center where AT&T will interconnect with Intrado but require no initial trunks from Intrado to implement the interconnection, AT&T shall furnish Intrado with a letter to that effect.

The ordering language Intrado proposed for Section 8.6.1 of Appendix ITR is reasonable and reciprocal and AT&T should be required to use Intrado's designated ordering process to obtain services from Intrado. The parties are directed to incorporate this language, or similar, mutually acceptable language, into their ICA, either in the ITR Appendix or another appropriate location in the ICA. This language should be submitted to the Commission for final approval by the deadline specified in this Order.

DISCUSSION AND CONCLUSIONS

Intrado witness Hicks addressed these issues in his direct testimony (Tr. Vol. 1, Pp. 157-8), Intrado witness Clugy focused on issue 6(a)(2) in her rebuttal testimony (Tr. Vol. 1, Pp. 114-6), and AT&T witness Constable addressed this issue in his rebuttal testimony (Tr. Vol. 2, Pp. 199-200).

Mr. Hicks stated that Intrado modified AT&T's proposed ICA to make the parties' trunk forecasting requirements reciprocal. AT&T's language requires Intrado to provide trunk forecasts to AT&T, but requires no such forecasts from AT&T. Mr. Hicks pointed out that both parties needed information on trunk quantities to ensure that they were adequate to handle both immediate and anticipated emergency call traffic, and Intrado modified the ICA to require the exchange of forecast information. Intrado also included language that would ensure that the parties maintain a proper quantity of trunks and a grade of service consistent with industry standards. (Tr. Vol. 1, Pp. 157-8).

AT&T witness Constable agreed that trunk forecasting requirements should be fair and reciprocal, and stated that AT&T would furnish trunk forecasts to Intrado, but said the parties' dispute was really limited to the initial trunk forecast. In order to meet the demand of a requesting carrier's traffic, in this instance the traffic from Intrado's new network, AT&T needs a detailed initial trunk forecast from Intrado. AT&T's proposed ICA language follows industry guidelines, principles, and standards for trunk planning and engineering. (Tr. Vol. 2, Pp. 199-200).

Ms. Clugy testified that AT&T's proposed ICA contains provisions for Intrado to order services and facilities from AT&T, but does not contain details for how AT&T would order services from Intrado, even though both parties would be operating as co-carriers and purchasing services from the other. Intrado's revised ICA includes these details. (Tr. Vol. 1, Pp. 113-4).

Mr. Constable objected to Intrado's proposed ICA language, which he said would require AT&T to accept whatever ordering procedures Intrado posts online. He stated that AT&T's proposed ordering language was fair and reciprocal and relied upon standard industry accepted systems and processes. (Tr. Vol. 2, P. 200).

Ms. Clugy cited Mr. Constable's concerns about ordering procedures, acknowledging that Intrado was setting up a web-based process for ordering Intrado services. To alleviate his concerns, she provided Intrado's detailed ordering instructions in CC Rebuttal Exhibit 1. Ms. Clugy noted that Intrado's ordering process included fields normally contained in an Access Service Request (ASR), but did not require entry of all the codes and entries typically required for an ASR. (Tr. Vol. 1, P. 115).

Issue 6(a)(1) – Initial Trunk Forecasting Requirements

The requirement for an initial trunk forecast is addressed in the first two sentences of Section 6.1 of Appendix ITR. Intrado filed a copy of this Appendix on

December 21, 2007, as an attachment to its Petition for Arbitration. The attachment, labeled "12/18/07 DRAFT," was actually a copy of Appendix ITR that Intrado had taken from AT&T's 13-state template agreement, marked up to show the revisions it was proposing for the North Carolina ICA, and furnished to AT&T's interconnection negotiators. The first two sentences of Section 6.1 read as follows:

Original AT&T-Intrado language: CLEC agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. AT&T shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC.

Markup showing Intrado's proposed changes: ~~CLEC~~Each Party agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. ~~AT&T shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC.~~

Intrado's proposed language (after making changes): Each Party agrees to provide an initial forecast for all trunk groups described in this Appendix ITR.

The Commission concludes that no harm will result from adoption of the reciprocal language Intrado proposes for the first sentence of Section 6.1. With respect to the second sentence of Section 6.1, which Intrado apparently proposed to delete from the original Appendix ITR, the Commission concludes that the requirement for the parties to exchange information concerning the initial trunk forecasts is worthwhile and should be retained. However, the Commission revises this sentence to make the information exchange a reciprocal requirement for the parties. The Commission's adopted language for Section 6.1 reads as follows:

Language adopted by Commission: Each Party agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. Each Party shall review the initial trunk forecast provided by the other Party and provide any additional information to the other Party that it believes may impact the other Party's trunk forecast.

AT&T and Intrado will submit this adopted language to the Commission for final approval by the deadline specified in this Order, and will incorporate the approved final language into the appropriate section of their ICA. In each AT&T wire center where AT&T will interconnect with Intrado but require no initial trunks from Intrado to implement the interconnection, AT&T shall furnish Intrado with a letter to that effect.

Issue 6(a(2)) - Ordering Procedures

In AT&T's 13-state agreement template, Appendix ITR contains the procedures Intrado would follow in ordering trunks or trunk servicing from AT&T. The procedures

Intrado would use to order one-way and two-way trunks appear in Section 3.1, and the procedures for trunk servicing (to establish, add, change, or disconnect trunks) are in Section 8.1. These procedures contemplate the use of an ASR. Additional ordering requirements are located elsewhere in the Appendix.

Intrado amended the 13-state Appendix ITR by adding a new Section 8.6.1, which provides that "Where AT&T is ordering Interconnection to CLEC's network, AT&T will follow CLEC's ordering processes as posted on CLEC's website."

The Commission concludes, based on the limited amount of testimony provided on this issue, that the ordering language Intrado proposed for Section 8.6.1 of Appendix ITR is reasonable and reciprocal, and that AT&T should be required to use Intrado's designated ordering system to obtain services from Intrado. The parties are directed to incorporate this language, or similar, mutually acceptable language, into their ICA, either in the ITR Appendix or another appropriate location in the ICA. This language should be submitted to the Commission for final approval by the deadline specified in this Order.

MATRIX ISSUE NO. 7(a) AND FINDING OF FACT NO. 23

Issue: Should the ICA include terms and conditions to address separate implementation activities for interconnection arrangements after the execution of the ICA? If so, what terms and conditions should be included?

POSITIONS OF THE PARTIES

INTRADO: AT&T's proposed language contemplates that the Parties will amend the ICA to set forth the specific interconnection arrangements to be utilized by the Parties. Intrado does not agree with AT&T's requirement that it needs to provide notice beyond the ICA or amend the agreement to seek interconnection. Other than routine discussions between the Parties' operational personnel, no further notice or action should be needed from Intrado to implement the interconnection arrangements set forth in the agreement. Intrado's proposed language also has clarified that, only to the extent it seeks additional points of interconnection with AT&T, will Intrado provide the additional notifications requested by AT&T. AT&T's language would impose additional, unnecessary steps on Intrado to effectuate its interconnection arrangements with AT&T. Intrado's position and proposed language does not vary based on the outcome of Issue 2. Simply stating that the 9-state template does not contain terms and conditions regarding this issue does not provide Intrado with the terms it views as necessary for the ICA, i.e. the language Intrado has proposed in this proceeding. In addition, nearly identical language to the language at issue between the Parties is contained in AT&T's new 22-state template. AT&T has not demonstrated why similar language cannot be used in the Parties' North Carolina agreement.

AT&T: Yes. Appendix 911 NIM § 2.1 provides that the Parties will agree to the physical architecture plan in a particular interconnection area. AT&T simply proposes

that the Parties document that plan prior to implementation. Such documentation will ensure that both Parties' understanding of the plan is the same - before either Party invests in its implementation - avoiding potential disputes. In Appendix 911 NIM §2.4, AT&T requires Intrado to provide notification of its actual "intent" to change the Parties' architecture plan, not to simply notify AT&T of its request for such a change. A request does not necessarily indicate intention to proceed with a change. Intrado needs to notify AT&T using the proper form when it intends to interconnect to an AT&T Selective Router. Further, 120-days notice (rather than only 30) is appropriate when Intrado will add a switch to its network because adding a switch is a significant network change that affects every carrier providing service in that geographic area. 13-state only: The language disputed in NIM for non-911 interconnection does not exist if the 9-state template is used. There is no comparable language in 9-state Attachment 3 Interconnection regarding separate implementation activities for non-911 interconnection. Similar disputed language to that described above for 911 interconnection is reflected in NIM § 2.1 4.1, 4.2, 4.3 for non-911 interconnection. AT&T's position on this language is reflected above.

PUBLIC STAFF: The ICA should include the terms and conditions proposed by BellSouth to address separate implementation activities for interconnection arrangements after the execution of the ICA.

DISCUSSION AND CONCLUSIONS

This issue was addressed by Intrado witness Hicks (Tr. Vol. 1, Pp. 158-9) and AT&T witness Constable (Tr. Vol. 2, Pp. 200-3). Mr. Hicks explained that AT&T's proposed language appears to contemplate that the parties will amend the ICA to set forth the specific interconnection arrangements to be utilized by the parties. Intrado objects to providing notice beyond the ICA or amending the agreement to seek interconnection. Other than routine discussions between the parties' operational personnel, Intrado contends that no further notice or action should be needed to implement the interconnection arrangements in the ICA. Intrado agrees that, only to the extent it seeks additional POIs with AT&T, will it provide the additional notifications requested by AT&T. Mr. Hick testified that AT&T's language would impose additional, unnecessary steps on Intrado.

AT&T witness Constable explained that the dispute involves several sections of language in the 911 NIM Appendix. Under AT&T's proposed language, Section 2.1 would require that the parties consent to the network architecture that will be developed; Section 5.1 would require that Intrado provide notice of any new interconnection arrangements it wishes to establish, and; Section 5.4 would require each party to give 120 days' notice when adding or removing a switch from its network. According to Mr. Constable, the proposed language would reduce misunderstandings, facilitate Intrado's establishment of facility and trunking arrangements at a new AT&T Selective Router, and give the parties 120 days' notice when either party wishes to add or remove switches from its networks. Mr. Constable explained that replacing a switching system

requires more than the 30-day period suggested by Intrado in order to effect a smooth transition.

While the Commission understands Intrado's hesitancy to share its business plans with AT&T, who will also be a competitor, the Commission believes that it is vital that the interconnection and operation of the parties' 911/E911 networks be as well coordinated as possible. With emergency services, it is especially important that there be no outages, misdirected calls, or other errors. The Commission finds the language proposed by AT&T to be reasonable and most likely to produce the coordination necessary for interconnection between the parties.

MATRIX ISSUE 8(a) AND FINDING OF FACT NO. 24

Issue: What terms and conditions should be included in the ICA to address access to 911/E911 database information when AT&T is the Designated E911 Service Provider?

POSITIONS OF THE PARTIES

INTRADO: Intrado has proposed language to ensure that the Parties can maintain interoperability between their databases when exchanging 911 traffic or transferring 911 calls between each Party's selective router. 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 the critical caller location information associated with the call (*i.e.*, ALI). Each Party should therefore be required to maintain appropriate updates and routing translations for 911/E911 services and call transfers.

AT&T: AT&T objects to Intrado's introduction of the vague and undefined term "ALI interoperability" in 911 § 3.4.3. AT&T also objects to Intrado's language in 911 § 3.4.5 regarding cooperative maintenance of steering tables. Steering tables are internal proprietary routing translations that each carrier is responsible for. AT&T proposes to share information necessary to route between networks, but not within AT&T's network.

PUBLIC STAFF: The parties should be required to revise the ICA 13-state Appendix 911 template that AT&T witness Constable provided in Revised Exhibit JEC-1 to: (1) remove the phrase "to support ALI interoperability" from paragraph 3.4.3; (2) remove Section 3.4.5 concerning the mutual sharing of steering tables; and (3) reflect consistent treatment of the parties' mutual responsibilities in the parallel paragraphs 3.4.3 and 5.4.3 of Sections 3.4 and 5.4 and parallel paragraphs 3.4.4 and 5.4.4 of Sections 3.4 and 5.4. All of these changes should be incorporated into the final version of the ICA filed with the Commission pursuant to this Order.

DISCUSSION AND CONCLUSIONS

Intrado witness Hicks addressed Issue 8(a) in his direct testimony. (Tr. Vol. 1, Pp. 159-60) Mr. Hicks stated he understood that FCC rules require AT&T to provide Intrado nondiscriminatory access to AT&T's 911 and E911 databases on an unbundled basis. AT&T's proposed ICA language reflects this requirement, but not AT&T's need to access these databases when Intrado is the designated 911/E911 service provider. In those cases, other carriers would have to input their customers' information into Intrado's databases, so Intrado proposed terms that would allow AT&T to access Intrado's 911 and E911 databases, and language requiring both parties to work together as co-carriers to upload end user record information into the relevant databases. (Tr. Vol. 1, Pp. 159-60).