

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: ARBITRATION OF THE :
INTERCONNECTION AGREEMENT : DOCKET NO. 3437
BETWEEN GLOBAL NAPS AND :
VERIZON-RHODE ISLAND :

SUPPLEMENTAL ARBITRATION DECISION

On October 23, 2002, Global NAPS (“GNAPs”) filed with the Rhode Island Public Utilities Commission (“Commission”) an electronic request for clarification of the Arbitration Decision regarding contract language. On October 30, 2002, Verizon-Rhode Island (“VZ-RI”) filed a response.

I. CALLS INTO PROVIDENCE

GNAPs requested that all calls in Rhode Island inbound to Providence be rated locally. VZ-RI stated that their language for Section 7.1.1 for the Interconnection Attachment should be adopted because only calls that originate in Rhode Island and actually terminate to end-users physically located in Providence are to be rated as local calls. VZ-RI’s position is correct. GNAPs should not be allowed to avoid access charges for calls that are destined for points outside the Providence exchange but arrive first at GNAPs’ Providence Point of Interconnection (“POI”).

II. VZ-RI’s INTERCONNECTION POINTS

GNAPs requested that reference to VZ-RI’s interconnection points (“IPs”) should be deleted from Section 7.1.2 and 7.1.4 for the Interconnection Attachment. VZ-RI stated that GNAPs is raising this

issue for the first time in this proceeding and that GNAPs is attempting to shift to VZ-RI the costs associated with GNAPs' originated traffic between POI and the point on VZ-RI's network at which VZ-RI's Meet Point A or Meet Point B rates apply. VZ-RI noted that the parties had agreed on sections 7.1.2 and 7.1.4 prior to the arbitration. VZ-RI's position is correct. GNAPs' petition for arbitration did not propose any change to sections 7.1.2 and 7.1.4. It is reasonable to presume that the parties were in agreement on this issue prior to the arbitration as it was not at issue during the arbitration.

III. GNAPs' ACCESS CHARGES

GNAPs requested that section 7.3.8 of the Interconnection Attachment allow for both originating and terminating access. VZ-RI stated that GNAPs is not entitled to terminating access charges for VZ-RI's foreign exchange ("FX") calls. VZ-RI is incorrect. Both parties are entitled to originating and terminating access charges regardless of whether the call is FX or Virtual FX ("VFX") if the physical end points of the communication are not within the same local calling area. Specifically, if a VZ-RI customer with FX service calls a GNAPs customer outside of his local calling area, then GNAPs is entitled to terminating access charges. Therefore, section 7.3.8 of the Interconnection Attachment should be modified to indicate that both parties are entitled to originating and terminating access charges for FX or VFX calls that occur outside the local calling area. With the exception of Section 7.3.8,

the draft Interconnection Agreement (“ICA”) submitted by VZ-RI on October 30, 2002 appears to be in conformance with the Order No. 17193.

Accordingly, it is

(17236) ORDERED:

1. Verizon-Rhode Island shall modify Section 7.3.8 of the Interconnection Attachment consistent with all findings of the Supplemental Arbitration Decision.

DATED AND EFFECTIVE AT WARWICK, RHODE ISLAND, ON
NOVEMBER 12, 2002.

Steven Frias, Arbitrator