

DT 06-067

# Orr&Reno

Professional Association

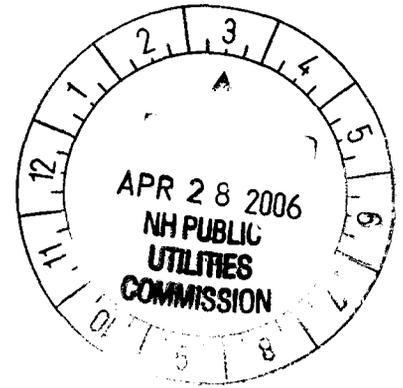
One Eagle Square, P.O. Box 3550, Concord, NH 03302-3550  
Telephone 603-224-2381 • Facsimile 603-224-2318  
www.orr-reno.com

April 28, 2006

Malcolm McLane  
(Retired)

**VIA HAND DELIVERY**

Ms. Debra A. Howland, Executive Director and Secretary  
NH Public Utilities Commission  
21 South Fruit St., Suite 10  
Concord, NH 03301

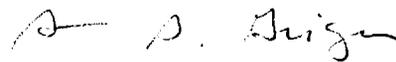


**Re: *Petition of Freedom Ring Communications, LLC d/b/a BayRing Communications***

Dear Ms. Howland:

Enclosed for filing with the Commission pursuant to RSA 365:1, please find an original and eight copies of the above-captioned Petition and my appearance on behalf of Freedom Ring Communications, LLC d/b/a BayRing Communications. Electronic copies will be sent today to you, Kate Bailey, Ann Guinard and counsel for Verizon, Victor DelVecchio. Please do not hesitate to contact me if you have any questions. Thank you for your attention to this matter

Very truly yours,

  
Susan S. Geiger

Ronald L. Snow  
William L. Chapman  
George W. Roussos  
Howard M. Moffett  
James E. Morris  
John A. Malmberg  
Martha Van Oot  
Douglas L. Patch  
Connie L. Rakowsky  
Jill K. Blackmer  
James P. Bassett  
Emily Gray Rice  
Steven L. Winer  
Peter F. Burger  
Lisa Snow Wade  
Jennifer A. Eber  
Pamela E. Phelan  
Connie Boyles Lane  
Jeffrey C. Spear  
Judith A. Fairclough  
James F. Laboe  
Maria M. Proulx  
Phillip Rakhunov  
Jessica E. Storey  
Justin M. Boothby

Susan S. Geiger  
(Of Counsel)

Enclosure  
cc: Victor DelVecchio, Esq.

THE STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION

Docket No. \_\_\_\_\_

PETITION OF FREEDOM RING COMMUNICATIONS, LLC  
d/b/a BAYRING COMMUNICATIONS

v.

VERIZON, NEW HAMPSHIRE

**Appearance**

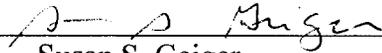
Pursuant to Admin. Rule Jus 807.04, please enter my Appearance as counsel for Freedom Ring Communications, LLC d/b/a BayRing Communications in the above-captioned matter. Susan S. Geiger is licensed to practice law in New Hampshire. I agree to adhere to the Commission's rules of practice and procedure and to adhere to any orders of the Commission or agreements between the parties in the docket including orders or agreements addressing confidentiality.

Respectfully submitted,

Freedom Ring Communications, LLC  
d/b/a BayRing Communications

By Its Attorneys,  
ORR & RENO, P.A.

One Eagle Square  
Concord, N.H. 03302-3550  
Telephone: (603) 223-9154

By:   
Susan S. Geiger

Dated: April 28, 2006

**Certificate of Service**

I hereby certify that a copy of the foregoing Appearance has on this 28th day of April, 2006 been mailed first class postage prepaid to counsel for Victor Del Vecchio, counsel for Verizon, NH.

By:   
Susan S. Geiger

**THE STATE OF NEW HAMPSHIRE**

**BEFORE**

**THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION**

**PETITION OF FREEDOM RING COMMUNICATIONS, LLC  
d/b/a BAYRING COMMUNICATIONS**

**v.**

**VERIZON, NEW HAMPSHIRE**

**Re: Access Charges**

**Docket No. \_\_\_\_\_**

**NOW COMES** Freedom Ring Communications, LLC d/b/a BayRing Communications (BayRing) by and through its undersigned attorneys, and, pursuant to NH RSA 365:1, files this complaint with the New Hampshire Public Utilities (Commission) against Verizon, New Hampshire (Verizon) for its improper and unlawful access charges, including carrier common line (CCL) access charges, for calls originating on BayRing's telecommunications network and terminating on wireless carriers' networks. In support of this Complaint, BayRing states as follows:

1. At the outset, BayRing wishes to bring to the Commission's attention that it has made numerous attempts to resolve the issues giving rise to this Complaint by contacting and meeting with representatives of Verizon. *See* Attachment A. In addition, representatives of BayRing have met in a joint session with Commission Staff (Staff) and

representatives of Verizon in an attempt to resolve this dispute. Despite these efforts, Verizon has failed to provide BayRing with a satisfactory response to its claims.

BayRing files this Complaint as a last resort.

2. Under RSA 365:1 any person may make a complaint by petition to the Commission against a public utility for the utility's conduct which the complainant believes is in violation of any provision of law, the terms and conditions of the utility's franchise or charter, or any order of the Commission. As set forth in more detail below, BayRing alleges that Verizon has violated its tariff provisions which have the force and effect of law. *See Pennichuck Water Works*, 120 N.H. 562, 566 (1980). Thus, the standards set forth in RSA 365:1 are met.

3. The essence of BayRing's complaint is that Verizon is improperly billing BayRing access charges, including carrier common line (CCL) charges, for calls that originate on BayRing's network and which terminate on the networks of wireless carriers. More specifically, Verizon is inappropriately collecting from BayRing intrastate access charges by including minutes of use (MOUs) for calls that are not routed to a Verizon end-user's local loop.

4. The diagram in Verizon's NH PUC Tariff No. 85, Section 6.1.2 depicts the portion of Verizon's network to which access charges properly apply, including the CCL. *See Attachment B*. As the Tariff diagram clearly illustrates, the CCL charge is associated with "access" to a Verizon end-user's local loop. Attachment C provides another illustration of the various components of switched access charges that properly apply when a call is placed by a BayRing customer to a Verizon end-user.

5. In addition to the above-referenced Tariff diagram, the language in Verizon's Tariff No. 85 supports the position that CCL charges apply to the use of "common lines" which provide access to Verizon's end-users. Tariff No. 85 states that CCL access "provides for the use of **end users' Telephone Company** [i.e. Verizon] **provided common lines** by customers for **access to such end users** to furnish intrastate communications." (Emphasis added.) See Verizon New England Inc. NHPUC Tariff No. 85, Section 5.1.1 A. (Attachment D). "Common Line" is defined by Verizon's Tariff No. 85, Section 1.3.2 as "[a] line, trunk or other facility provided under the general and/or local exchange service tariffs of the Telephone Company [Verizon], **terminated on a central office switch.**" (Emphasis added.) See Attachment E.

6. In contrast to the above-described situation, the diagram in Attachment F illustrates that calls from BayRing's customers to wireless carriers do not utilize Verizon's "common lines" and do not terminate on a Verizon central office switch. Accordingly, BayRing should not be assessed access charges, including CCL charges, for calls that terminate on a wireless carrier's network.

7. Verizon has rejected BayRing's claims by asserting that Section 5.4.1. A. of its Tariff No. 85 allows it to charge CCL rates for "all switched access service provided to the customer..." and that there is no exclusion from these charges for tandem switched minutes of use (MOUs) or cellular tandem switched MOUs. See Attachment G. However, this argument fails to recognize that Tariff No. 85, Section 5.4.1. C. limits the application of CCL access rates and charges to switched access service "provided under this tariff..." (i.e. Tariff No. 85).

8. The service purchased from Verizon by BayRing in connection with BayRing's customers' calls that terminate on a wireless carrier's network is not switched access under Tariff No. 85, but rather, is Tandem Transit service purchased under Tariff No. 84. *See* Attachment H. Thus, it is improper for Verizon to bill BayRing for any access charge elements under Tariff No. 85 in connection with services that do not terminate on Verizon's network and that BayRing utilizes and pays for under Tariff No. 84.

9. Consistent with traditional industry practices relating to access charges, various tariff descriptions reveal that those charges are associated with services that utilize Verizon's common lines to provide other carriers with access to a Verizon end-user. The CCL rate element of access is designed to primarily recover the costs of a local loop. Since the calls that are the subject of this complaint neither terminate on Verizon's network nor utilize a Verizon end-user's local loop, Verizon should not be allowed to charge for services that it has not provided.

WHEREFORE, BayRing respectfully requests that this honorable Commission:

A. Pursuant to RSA 365:2, order that Verizon satisfy the matters complained of herein by ceasing to bill BayRing for access charges, including CCL charges, paid in connection with calls by BayRing customers that terminate on a wireless carrier's network and to refund to BayRing all such charges collected by Verizon in the past;

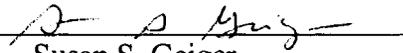
B. In the alternative, order Verizon to answer this complaint in writing as soon as possible;

C. Institute an investigation and hearing for the purpose of determining the amount of due reparations to be made by Verizon under the provisions of RSA 365:29; and

D. Grant such further relief as it deems appropriate.

Respectfully submitted,

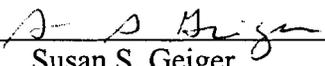
Freedom Ring Communications, LLC  
d/b/a BayRing Communications  
By its attorneys,  
Orr & Reno, P.A.  
One Eagle Square  
Concord, NH 03302-3550  
Telephone: 603-223-9154

By:   
Susan S. Geiger

April 28, 2006

#### Certificate of Service

I hereby certify that a copy of the foregoing Petition has been sent by first class mail, postage prepaid to Victor Del Vecchio, counsel for Verizon, NH on this 28<sup>th</sup> day of April, 2006.

  
Susan S. Geiger

**BayRing Dispute of New Hampshire CCL charges on Cellular traffic by Verizon  
Time Line**

09/07/05 BayRing disputes the 8/25/05 Verizon NH CABS invoice

10/06/05 8/25/06 Invoice Dispute is Denied by Verizon

10/12/05 BayRing disputes the 9/25/05 Verizon NH CABS invoice

11/09/05 9/25/06 Invoice Dispute is Denied by Verizon

11/16/05 BayRing sends 9/25/05 invoice dispute to 1st Escalation

11/16/05 BayRing disputes the 10/25/05 Verizon NH CABS invoice

12/08/05 BayRing disputes the 11/25/05 Verizon NH CABS invoice

12/14/05 10/25/06 Invoice Dispute is Denied by Verizon

12/20/05 BayRing sends 9/25/05 & 10/25/05 invoice disputes to 2nd Escalation (Christine Arruda)

01/04/06 11/25/06 Invoice Dispute is Denied by Verizon

01/04/06 9/25/05 & 10/25/05 2nd Escalation Denied by Verizon (Christine Arruda)

01/17/06 BayRing disputes the 12/25/05 Verizon NH CABS invoice

01/17/06 BayRing sends 9/25/05, 10/25/05 & 11/25/05 invoice disputes to 3rd Escalation (Kristover Lavalla)

01/31/06 12/25/05 Invoice Dispute is Denied by Verizon and added to Escalation

02/08/06 BayRing disputes the 1/25/06 Verizon NH CABS invoice

02/14/06 Conference call with Verizon (Kevin Shea, Regulatory Affairs Director)

02/17/06 1/25/06 Invoice Dispute is Denied by Verizon and added to Escalation

02/21/06 BayRing and Verizon have tech session with NHPUC staff

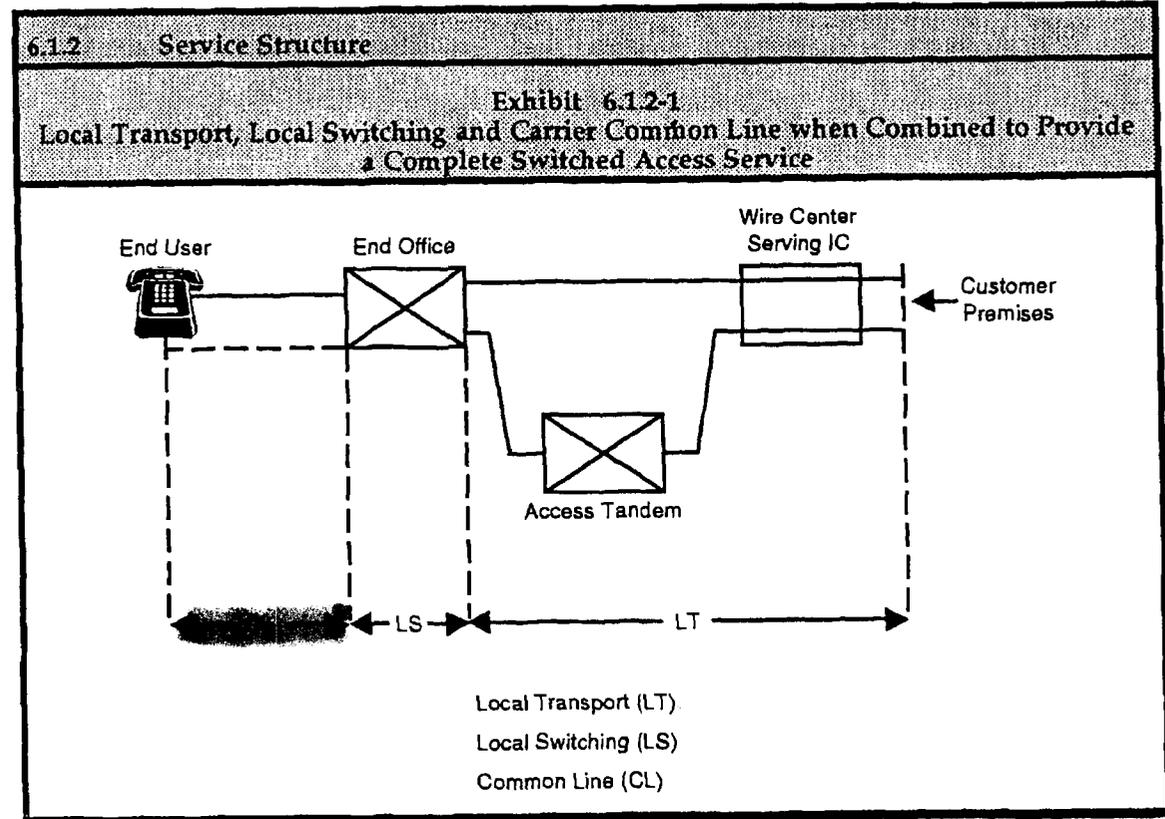
03/10/06 BayRing disputes the 2/25/06 Verizon NH CABS invoice

03/24/06 2/25/06 Invoice Dispute is Denied by Verizon and added to Escalation

04/10/06 BayRing disputes the 3/25/06 Verizon NH CABS invoice

Verizon New England Inc.

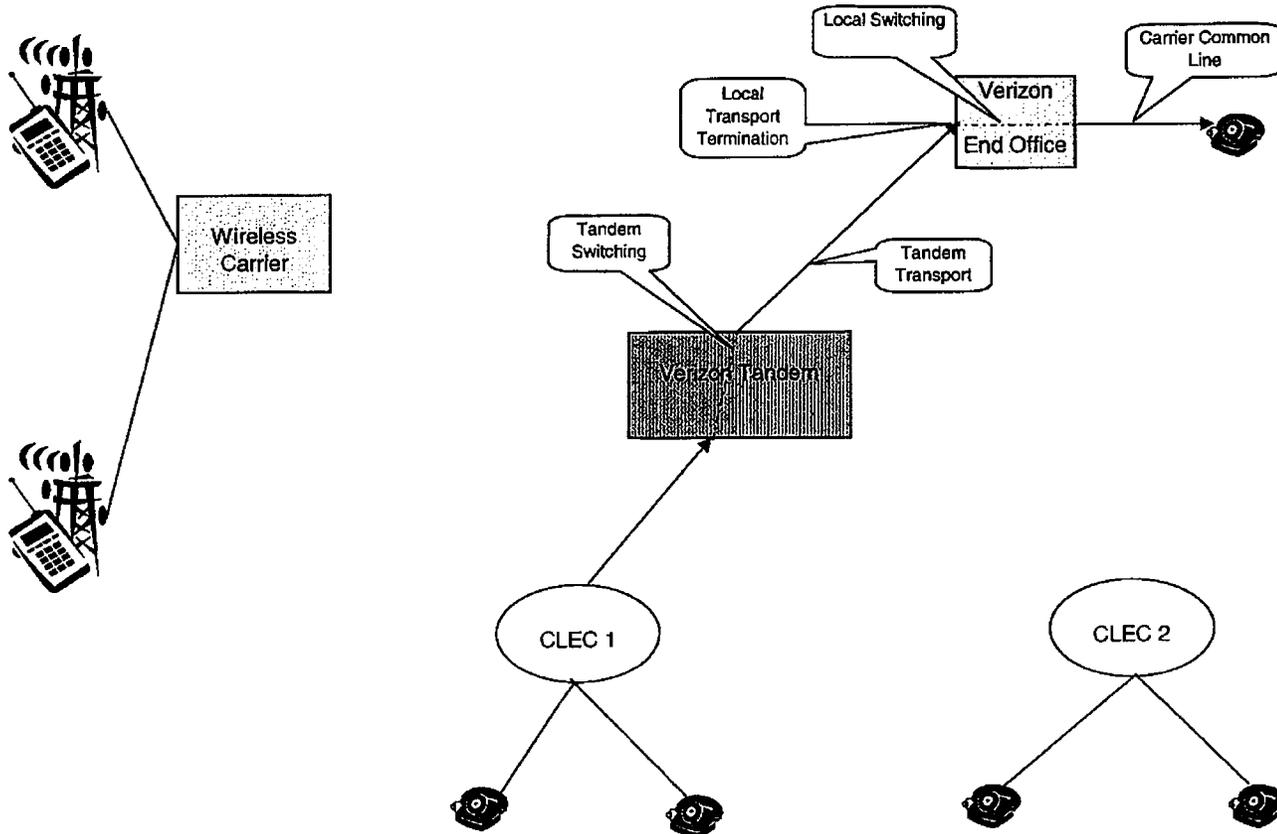
6. Switched Access Service  
6.1 General



# CLEC to Verizon End User IntraLATA Call

Verizon bills CLEC carrier Reciprocal Compensation or IntraLata Access charges.

IntraLATA Access charge elements shown



**Verizon New England Inc.****5. Carrier Common Line Access Service**  
**5.1 General**

Carrier common line access service is billed to each switched access service provided under this tariff in accordance with the regulations as set forth herein and in Section 4.1, and at the rates and charges contained in Section 30.5.

5.1.1 Description	
A.	Carrier common line access provides for the use of end users' Telephone Company provided common lines by customers for access to such end users to furnish intrastate communications. Carrier common line access also provides for the use of switched access service terminating in 800 database access line service.
1.	The Telephone Company will provide carrier common line access service to customers in conjunction with switched access service provided in Section 6.
B.	The CCSA STP link termination and STP port, as set forth in Section 6, are not subject to a carrier common line charge.

5.1.2 Limitations	
A.	A telephone number is not provided with carrier common line access.
B.	Detail billing is not provided for carrier common line access.
C.	Directory listings are not included in the rates and charges for carrier common line access.
D.	Intercept arrangements are not included in the rates and charges for carrier common line access.
E.	All trunkside connections provided in the same access group will be limited to the same features and operating characteristics.
F.	All lineside connections provided in the same access group will be limited to the same features and operating characteristics.

Verizon New England Inc.

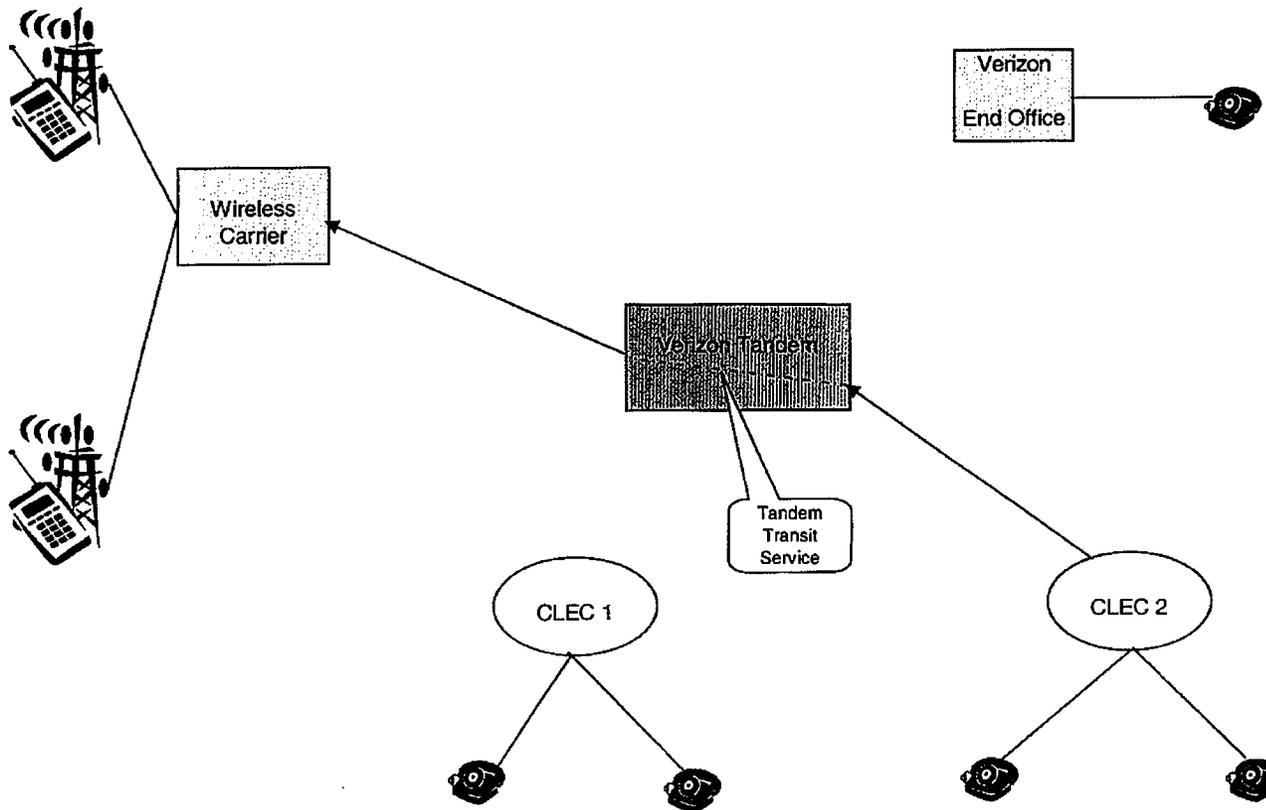
1. **Tariff Information**  
1.3 **Tariff Terminology**

1.3.2	Definitions
	<b>Busy Hour Minutes of Capacity</b> —The customer specified maximum amount of switched access service access minutes the customer expects to be handled in an end office switch during any hour in an 8AM to 11PM period for the feature group ordered. This customer furnished BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the feature group ordered.
	<b>Call</b> —A customer attempt for which the complete address code (e.g., 0-, 911, or ten digits) is provided to the serving dial tone office.
	<b>Carrier or Common Carrier</b> —See Interexchange Carrier.
	<b>CCS</b> —A hundred call seconds, which is a standard unit of traffic load that is equal to one-hundred seconds of usage or capacity of a group of servers (e.g., Trunks).
	<b>Central Office</b> —A local Telephone Company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.
	<b>Central Office Prefix</b> —The first three digits (NXX) of the seven digit telephone number assigned to a customer's telephone exchange service when dialed on a local basis.
	<b>Channel(s)</b> —An electrical (or photonic, in the case of fiberoptic based transmission systems), communications path between two or more points of termination.
	<b>Channelize</b> —The process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.
	<b>Common Channel Signaling Access</b> —The capability which allows customer access to the Telephone Company SS7 signaling network.
	<b>Common Line</b> —A line, trunk or other facility provided under the general and/or local exchange service tariffs of the Telephone Company, terminated on a central office switch. A common line residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line business is a line provided under the business regulations of the general and/or local exchange service tariffs.
	<b>Common Transport</b> —The use of circuits and equipment for transport by multiple customers.
	<b>Communications System</b> —Channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.
	<b>Conversation Minutes</b> —The measurement of minutes beginning when either answer supervision or an off hook supervisory signal is received from the terminating end user's end office and ending when either disconnect supervision or an on hook supervisory signal is received from the terminating end user's end office, indicating the called party has disconnected.

# CLEC to Wireless End User IntraLATA Call

Verizon should bill Originating CLEC Tandem Transit Services

Verizon should not bill access as Verizon end user is not involved.



Verizon Wholesale Billing Claims Center  
Christine.Arruda@verizon.com

01/04/2006

Trent Lebeck  
Freedom Ring Communications

Dear Trent Lebeck,

This letter serves as notice to Freedom Ring Communications of the results of Verizon's investigation into Freedom Ring Communications escalated claims, Tracking Numbers; C051012000512 and C0511160004222. The disputes filed on BAN ( Billing Account Number)603 Y55 0046 806 surrounding the calculation of Common Carrier Line (CCL) charges in the state of New Hampshire for the October 2005 ( \$2,852.03 ) and November 2005 ( \$11,660.70) invoices are denied.

The basis of your escalation is outlined below:

1."As noted in the original dispute BayRing feels that Verizon is charging improperly for Intrastate Carrier Common Line (CCL) charges by including minutes of use (MOU) that are **tandem switched** and do not traverse the End Users (EU) loop and the disputed MOU are the minutes that are not contained in the Local Switching (LS) MOU."

2."NHPUC NO 85 and section 5.4.2 determination of charges states nothing to the matter that **tandem switched** MOU is to have the CCL rate applied. Our dispute is based on the fact that Intrastate CCL or any CCL charges are for the use of the EU loop and MOU that dose not route through the local switch can not have the CCL charges applied."

3. "Upon analysis of the MOU being billed it appears that **Cellular Tandem Switched** Terminating traffic is being assessed CCL charges, BayRing's position is that if the MOU is tandem switched to a Cellular carrier the MOU dose not use the Verizon EU loop and should not have CCL charges assessed."

While you are disputing that these types of MOUs should be excluded, New Hampshire state tariff does not list these as being exempt from CCL.

The NHPUC85, Section 5.4.1. A " General: Except as set forth herein, all switched access service provided to the customer will be subject to carrier common line access charges." The tariff does not exclude Tandem switched MOUs or Cellular Tandem switched MOUs.

Therefore it is our determination that the CCL charges were billed correctly. The disputes are denied.

Disputed amounts specified as "DENIED" indicate that Verizon has investigated the claim, disagrees with Freedom Ring Communication's assertion that the charges were billed in error, and considers the

claim closed and the underlying dispute resolved without any adjustment to Freedom Ring Communications account(s).

Freedom Ring Communications must remit payment to Verizon on all "DENIED" line-items included in the Claims Spreadsheet according to the following payment schedule (assuming that Freedom Ring Communications has not already rendered payment):

PAYMENT DUE DATE	AMOUNT DUE
1/18/2006	\$14,512.73

If Freedom Ring Communications disagrees with the results of Verizon's claim investigation, Freedom Ring Communications must appeal this decision within ten (10) business days of the date of this letter by explaining the basis for the disagreement with Verizon's denial, and/or providing additional information to support Freedom Ring Communication's rationale for disputing such charges. Freedom Ring Communication's response should include the BAN, (Verizon [or Hawaiian Telcom] or Freedom Ring Communications) tracking number, and the dollar amount. All responses should be sent to Verizon Wholesale Billing Claims via email to the email address on this letterhead.

Please note that if the item referenced on the Claims Spreadsheet is designated in the "Source of Payment Terms" column as tariff or N/A, the charges in the "Denied Amount" column will be referred to Verizon's Collection Department thirty (30) business days after the date of this letter.

If you have any questions, please call us at (617) 743-7678.

Sincerely,

Christine Arruda  
Billing Specialist  
Verizon Wholesale Billing Claims Center

