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August 5, 2009

Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 080134-TP
Petition by Intrado Communications, Inc. for arbitration to establish an
interconnection agreement with Verizon Florida LLC, pursuant to Section 252(b)
of the Communications Act of 1934, as amended, and Section 364.162, F.S.

Dear Ms. Cole:

Enclosed for filing in the above-referenced matter are an original and 15 copies of the
Rebuttal Testimony on Behalf of Verizon Florida LLC – Witness Panel: Peter J. D'Amico
and Nicholas Sannelli. Also enclosed is a diskette with a copy of the testimony in Word
format.

Service has been made as indicated on the Certificate of Service. If there are any
questions regarding this filing, please contact me at (678) 259-1449.

Sincerely,

Dulaney L. O'Roark III
Dulaney L. O'Roark III

tas

Enclosures

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08071 AUG-5 8

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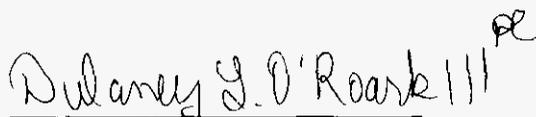
I HEREBY CERTIFY that copies of the foregoing were sent via electronic mail on August 5, 2009 to:

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Dulaney L. O'Roark III

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications Inc.)
for arbitration to establish an interconnection)
agreement with Verizon Florida LLC, pursuant)
to Section 252(b) of the Communications Act)
of 1934, as amended, and Section 364.12,)
F.S.)
_____)

Docket No. 080134-TP

**REBUTTAL TESTIMONY ON BEHALF OF
VERIZON FLORIDA LLC**

**WITNESS PANEL:
Peter J. D'Amico
Nicholas Sannelli**

August 5, 2009

DOCUMENT NUMBER-DATE

08071 AUG-5 8

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TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	PURPOSE OF TESTIMONY.....	1
III.	BACKGROUND.....	2
IV .	DISPUTED ISSUES.....	23
	ISSUE 3: WHERE SHOULD THE POINTS OF INTERCONNECTION BE LOCATED AND WHAT TERMS AND CONDITIONS SHOULD APPLY WITH REGARD TO INTERCONNECTION AND TRANSPORT OF TRAFFIC? (911 Att. §§ 1.3, 1.4, 1.5, 1.6.2, 1.7.3, 2.3.1; Glossary §§ 2.63, 2.64, 2.67, 2.94, 2.95.).....	23
	ISSUE 4: (A) SHOULD THE PARTIES IMPLEMENT INTER-SELECTIVE ROUTER TRUNKING? (B) IF SO WHAT TERMS AND CONDITIONS SHOULD GOVERN PSAP-TO-PSAP CALL TRANSFERS USING INTER-SELECTIVE ROUTER TRUNKING? (911 Att. § 1.4; Glossary §§ 2.6, 2.63, 2.64, 2.67, 2.94, and 2.95).....	45
	ISSUE 6: SHOULD REQUIREMENTS BE INCLUDED IN THE ICA ON A RECIPROCAL BASIS FOR FORECASTING? (911 Att. § 1.).....	47
	ISSUE 9: WHAT TERMS AND CONDITIONS SHOULD GOVERN HOW THE PARTIES WILL INITIATE INTERCONNECTION? (911 Att. § 1.5)...	50
	ISSUE 12: HOW THE PARTIES WILL ROUTE 911/E-911 CALLS TO EACH OTHER.....	52
	ISSUE 13: SHOULD THE ICA INCLUDE A DESCRIPTION OF VERIZON'S 911 FACILITIES? IF SO, WHAT IS THE APPROPRIATE DESCRIPTION? (911 Att. § 1.1.1).....	68
	ISSUE 14: SHOULD THE ICA INCLUDE A PROVISION FOR MAINTAINING ALL STEERING TABLES? IF SO, WHAT PROVISIONS SHOULD BE INCLUDED? (911 Att. Intrado proposed § 1.2.1).....	72
	ISSUE 15: SHOULD CERTAIN DEFINITIONS RELATED TO THE PARTIES' PROVISION OF 911/E911 SERVICE SHOULD BE INCLUDED IN THE ICA AND WHAT DEFINITIONS SHOULD BE USED? (Glossary §§ 2.6 ("ANI"), 2.63 ("911/E-911 Service Provider"), 2.64 ("911 Tandem/Selective Router"), 2.67 ("POI"), 2.94 ("Verizon 911	

Tandem/Selective Router”), and 2.95 (“Verizon 911 Tandem/Selective Router Interconnection Wire Center”)..... 76

**ISSUE 34: (A) WHAT WILL VERIZON CHARGE INTRADO COMM FOR 911/E-911 RELATED SERVICES?
(B) WHAT WILL INTRADO COMM CHARGE VERIZON FOR 911/E-911 RELATED SERVICES?
(C) SHOULD INTRADO COMM’S PROPOSED INTERCONNECTION RATES BE ADOPTED? (911 Att. §§ 1.3, 1.4 and 1.7; Pricing Att. §§ 1.3, 1.5 and Appendix A.)..... 79**

**ISSUE 35: (A) SHOULD ALL “APPLICABLE” TARIFF PROVISIONS BE INCORPORATED INTO THE ICA?
(B) SHOULD TARIFFED RATES APPLY WITHOUT A REFERENCE TO THE SPECIFIC TARIFF?
(C) SHOULD TARIFFED RATES AUTOMATICALLY SUPERSEDE THE RATES CONTAINED IN PRICING ATTACHMENT, APPENDIX A WITHOUT A REFERENCE TO THE SPECIFIC TARIFF?
(D) SHOULD VERIZON’S PROPOSED LANGUAGE IN PRICING ATTACHMENT SECTION 1.5 WITH REGARD TO “TBD” RATES BE INCLUDED IN THE ICA? (GT&C § 1.1; 911 Att. § 1.3 (Verizon § 1.3.3, Intrado § 1.3.6), 1.4.2, 1.7.3; Pricing Att. §§ 1.3, 1.5 and Appendix A.)... 79**

ISSUE 36: MAY VERIZON REQUIRE INTRADO COMM TO CHARGE THE SAME RATES AS, OR LOWER RATES THAN, THE VERIZON RATES FOR THE SAME SERVICES, FACILITIES, AND ARRANGEMENTS? (Pricing Att. § 2.)..... 86

ISSUE 46: SHOULD INTRADO COMM HAVE THE RIGHT TO HAVE THE AGREEMENT AMENDED TO INCORPORATE PROVISIONS PERMITTING IT TO EXCHANGE TRAFFIC OTHER THAN 911/E-911 CALLS? (GT&C § 1.5.)..... 89

ISSUE 47: SHOULD THE TERM “A CALLER” BE DELETED FROM SECTION 1.1.1 OF THE 911 ATTACHMENT TO THE ICA? (911 Att. § 1.1.1.)..... 91

ISSUE 49: SHOULD THE WAIVER OF CHARGES FOR 911 CALL TRANSPORT, 911 CALL TRANSPORT FACILITIES, ALI DATABASE, AND MSAG, BE QUALIFIED AS PROPOSED BY INTRADO COMM BY OTHER PROVISIONS OF THE AGREEMENT? (911 Att. §§ 1.7.2 and 1.7.3.)..... 93

ISSUE 52: SHOULD THE RESERVATION OF RIGHTS TO BILL CHARGES TO 911 CONTROLLING AUTHORITIES AND PSAPS BE QUALIFIED AS PROPOSED BY INTRADO COMM BY “TO THE EXTENT

**PERMITTED UNDER THE PARTIES' TARIFFS AND APPLICABLE LAW"?
(911 Att. §§ 2.3 and 2.4..... 95**

**ISSUE 53: SHOULD 911 ATT. § 2.5 BE MADE RECIPROCAL AND
QUALIFIED AS PROPOSED BY INTRADO COMM? (911 Att. § 2.5.)... 102**

V. CONCLUSION..... 103

1 I. INTRODUCTION

2 Q. ARE YOU THE SAME WITNESSES WHO SUBMITTED PANEL
3 DIRECT TESTIMONY?

4 A. Yes. As stated in our Direct Testimony, Mr. D'Amico is a Product
5 Manager in the Switched Access and Interconnection Product
6 Management Group for Verizon, and Mr. Sannelli is a Product Manager
7 in the Emergency Communications and 911 Product Management
8 Group for Verizon.

9
10 II. PURPOSE OF TESTIMONY

11 Q. WHAT IS THE PURPOSE OF THE PANEL'S REBUTTAL
12 TESTIMONY?

13 A. We rebut the Direct Testimony of Intrado's witnesses, Mr. Thomas W.
14 Hicks and Mr. Eric Sorensen. We point out that nothing in their
15 testimony justifies reversal of the Commission's past decisions that
16 Intrado is not entitled to arbitration of interconnection terms for its 911
17 services. Even if there were some basis for deviating from those
18 decisions and proceeding to arbitration (and there is not), we explain
19 that neither section 251(c) of the Telecommunications Act 1996 ("Act")—
20 under which Intrado filed its Petition--nor anything else entitles Intrado to
21 the anticompetitive and unprecedented "interconnection" it seeks. As
22 we discussed in our Direct Testimony, Intrado's unlawful proposals
23 would require Verizon to reconfigure its 911 network and shift to Verizon
24 (as well as other carriers) the costs of Intrado's own network. To the
25 extent Intrado can force Verizon to bear Intrado's costs, Intrado can sell

DOCUMENT NUMBER-DATE

08071 AUG-5 8

1 its 911 services¹ more cheaply to its customers, the Public Safety
2 Answering Points (“PSAPs”) and, therefore, gain an artificial advantage
3 over its competitors.

4
5 While we remind the Commission that neither we nor Intrado’s
6 witnesses are lawyers, the principal issues in this arbitration are legal in
7 nature and Intrado’s witnesses, particularly Mr. Sorensen, provide
8 substantial testimony on legal issues. As we explained in our Direct
9 Testimony, it is not difficult to understand why Intrado is not legally
10 entitled to the special type of interconnection it seeks—and we will
11 reiterate that point here—but detailed rebuttal to Intrado’s witnesses’
12 “legal” analysis will be covered in Verizon’s briefs.

13

14

III. BACKGROUND

15 **Q. WHAT ARE YOUR GENERAL IMPRESSIONS OF INTRADO’S**
16 **DIRECT TESTIMONY?**

17 A. The theme of Intrado’s testimony, like its Petition for Arbitration, is that
18 Intrado deserves a special kind of interconnection—“beyond the
19 traditional interconnection arrangements used for plain old telephone
20 service” (Sorensen Direct Testimony (“DT”) at 16)—because Intrado
21 plans to handle just 911 traffic, instead of providing local telephone
22 service as competitive local exchange carriers (“CLECs”) do. Mr.
23 Sorensen tells the Commission that its primary consideration in

¹ In this testimony, “911” includes enhanced 911 (“E911”), as well.

1 resolving the issues in this case should be “what policies and
2 arrangements will best promote reliable and resilient services, and a
3 diverse and redundant network for public safety agencies.” (*Id.* at 16.)
4

5 Intrado is wrong. This is not a case about fashioning new 911 policies
6 or practices for Florida; it is a bilateral interconnection arbitration.
7 Intrado sought negotiation and arbitration of an interconnection
8 agreement with Verizon under section 251(c) of the Act, so the
9 Commission’s task is, first, to determine whether Intrado is entitled to
10 section 251(c) interconnection. If, contrary to its past decisions, the
11 Commission decides that Intrado is so entitled, then it must apply the
12 interconnection requirements of section 251(c) and the FCC’s rules
13 implementing that section. Those federal rules and requirements do not
14 distinguish between interconnection for 911 services and
15 interconnection for other services. The same law applies to all carriers
16 seeking section 251(c) interconnection agreements. There is no sliding
17 scale of Incumbent Local Exchange Carrier (“ILEC”) obligations based
18 upon a CLEC’s claims about the potential merits of the services it plans
19 to provide.

20
21 Intrado can point to nothing in the law that justifies its extreme
22 proposals, which have nothing to do with section 251(c) interconnection
23 and have never been adopted, or even proposed by any interconnecting
24 carrier, anywhere. As more Commissions have gotten a look at
25 Intrado’s attempt to torture the law to fit its overriding objective of shifting

1 its network costs to other carriers, they have rejected outright Intrado's
2 arbitration petitions—as this Commission and the Illinois Commission
3 have done²—or concluded that Intrado's legal arguments are wrong, as
4 the Massachusetts Department of Telecommunications and Cable
5 ("DTC") did,³ or even "ludicrous on their face," as the West Virginia
6 Commission did.⁴ Aside from citing the lack of any legal support for
7 Intrado's proposals, commissions, including this one, have correctly
8 recognized that they present unacceptable risk and expense, as we
9 discuss later in this testimony.
10
11

² *Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and Conditions for Interconnection and Related Arrangements with BellSouth Telecomm., Inc. d/b/a AT&T Florida, Pursuant to Section 252(b) of the Communications Act of 1934, as Amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, F.A.C., Final Order, Order No. PSC-08-0798-FOF-TP (Dec. 3, 2008) ("AT&T/Intrado Order") and Final Order Denying Motion for Reconsideration, Order No. PSC-09-0156-FOF-TP (March 16, 2009) ("AT&T/Intrado Recon. Order");* *Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and Conditions for Interconnection and Related Arrangements with Embarq Florida, Inc., Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended, and Section 364.162, F.S., Final Order, Order No. PSC-08-0799-FOF-TP (Dec. 3, 2008) ("Embarq/Intrado Order") and Final Order Denying Motion for Reconsideration, Order No. PSC-09-0155-FOF-TP (March 16, 2009) ("Embarq/Intrado Recon. Order").* *Intrado Inc. Petition for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934 as Amended, to Establish an Interconnection Agreement with Ill. Bell Tel. Co., Arbitration Decision, Docket 08-0545 (March 17, 2009) (attached as Ex. 1 to Verizon's Direct Testimony).* Verizon has filed a motion to dismiss the Intrado/Verizon Illinois arbitration, but the procedural schedule has been suspended pending action in the Verizon/Intrado and Embarq/Intrado consolidated arbitration before the Wireline Competition Bureau of the FCC.

³ *Petition for Arbitration of an Interconnection Agreement Between Intrado Comm. Inc. and Verizon New England Inc. d/b/a Verizon Massachusetts, Arbitration Order, DTC 08-09 ("Mass. Order") (May 8, 2009) (attached as Ex. 6 to Verizon's Direct Testimony).*

⁴ *Intrado Comm., Inc. and Verizon West Virginia, Inc., Petition for Arbitration Filed Pursuant to § 252(b) of 47 U.S.C. and 150 C.S.R. 6.15.5, Case No. 08-0298-T-PC, Arbitration Award ("W.V. Award") (attached as Ex. 4 to Verizon's Direct Testimony), at 13 (Nov. 14, 2008), affirmed by Commission Order dated December 16, 2008 ("W.V. Order") (attached as Ex. 5 to Verizon's Direct Testimony.)*

1 Q. DID INTRADO'S DESCRIPTION OF ITS PROPOSAL CONFIRM
2 VERIZON'S UNDERSTANDING OF THAT PROPOSAL REFLECTED
3 IN YOUR DIRECT TESTIMONY?

4 A. Yes. Intrado's testimony confirmed that this is not like any other
5 interconnection arbitration, where the parties intend to exchange calls
6 made by their respective residential and business end users. Intrado
7 intends to offer only 911 services. It will not serve end users who place
8 911 calls and calls will not originate from Intrado's customers to
9 Verizon's end users. Rather, Intrado seeks to compel Verizon to
10 interconnect with Intrado so *Verizon's* end users' 911 calls will reach
11 Intrado-served PSAPs. To implement this business plan, Intrado
12 proposes to force Verizon to build out to and interconnect with Intrado
13 on Intrado's network, at as many points as Intrado wants, wherever
14 Intrado wants them. Once Intrado designates points of interconnection
15 ("POIs") on its own network, Intrado would require Verizon to buy or
16 build two direct trunks from each Verizon end office to get its end users'
17 911 calls to those POIs. This direct end office trunking approach would,
18 in turn, require Verizon to develop and implement some kind of new call-
19 sorting mechanism to replace the selective routing Verizon and other
20 carriers use today to sort calls to the appropriate PSAPs. Intrado would
21 force Verizon (and other carriers) to pay for this entirely new network
22 architecture for Intrado's benefit.

23

24 Q. IF THE COMMISSION DECIDES THAT INTRADO IS NOT ENTITLED
25 TO SECTION 251(C) INTERCONNECTION AND DISMISSES THIS

1 **ARBITRATION, DOES THAT MEAN THAT INTRADO CAN'T**
2 **PROVIDE ITS 911 SERVICES?**

3 A. Absolutely not. Intrado can interconnect with ILECs, including Verizon,
4 under commercial terms, as the Commission advised Intrado in the
5 Embarq and AT&T arbitrations. In fact, Intrado has already executed a
6 commercial interconnection agreement with Embarq. This is proof that,
7 contrary to Intrado's claims, it does not need to arbitrate a section 251(c)
8 interconnection agreement to provide its services.

9
10 Verizon stands ready to negotiate a commercial agreement with Intrado,
11 as it has from the start of this proceeding. But Intrado will have little
12 motivation to engage in serious negotiations until the Commission
13 makes clear, as it did in the Embarq and AT&T arbitrations, that Intrado
14 is not entitled to arbitration of an interconnection agreement.

15
16 **Q. DOES INTRADO ADMIT THAT THIS COMMISSION "PREVIOUSLY**
17 **RULED THAT INTRADO COMM'S SERVICE IS NOT TELEPHONE**
18 **EXCHANGE SERVICE AND THEREFORE IS NOT SUBJECT TO**
19 **SECTION 251(C) REQUIREMENTS?" (HICKS DT AT 6.)**

20 A. Yes. That quote is right from Mr. Hicks' Direct Testimony. It refers to
21 the Commission's decisions, discussed above and in our Direct
22 Testimony, dismissing Intrado's petitions for arbitration with AT&T and
23 Embarq, because Intrado is not entitled to arbitrated interconnection
24 agreements for the 911 services it seeks to provide.

25

1 Q. HAS INTRADO DENIED THAT IT SEEKS TO PROVIDE THE SAME
2 SERVICES HERE AS IT DID IN ITS ARBITRATIONS WITH AT&T
3 AND EMBARQ?

4 A. No. In fact, Intrado explicitly admitted that it intends to provide exactly
5 the same service in Verizon's territory as it does in AT&T's and
6 Embarq's territories.⁵ Intrado's price list confirms that its Florida service
7 territory is "statewide."⁶

8
9 Q. THEN HOW DOES INTRADO TRY TO JUSTIFY A DIFFERENT
10 RESULT HERE THAN IN THE AT&T AND EMBARQ CASES?

11 A. Mr. Hicks tries to tell the Commission that it was wrong in the previous
12 cases—that the rulings were "based upon a misunderstanding that
13 Intrado Comm's Intelligent Emergency Network is incapable of
14 originating calls." (Hicks DT at 6.) As the Commission explained in the
15 AT&T and Embarq arbitrations, call origination is a key element of the
16 federal definition of "telephone exchange service" that a carrier must
17 meet to obtain an arbitrated interconnection agreement. Because the
18 Commission found that Intrado's services—the same services it seeks
19 to provide here—do not originate calls, it ruled that Intrado is not entitled
20 to interconnection under section 251(c) of the Act. (*Embarq/Intrado*
21 *Order*, at 4-6; *AT&T/Intrado Order*, at 4-7.)

22

⁵ Intrado Comm. Inc.'s Notice of Service of Objections and Responses to Verizon Florida LLC's First Set of Interrogatories, Intrado response to Interrogatory No. 4, April 27, 2009.

⁶ Intrado Price List, attached to Hicks DT as Ex. TH-1, at § 1.1.2.

1 Q. DID THE COMMISSION MISUNDERSTAND INTRADO'S SERVICE IN
2 THE PREVIOUS ARBITRATIONS?

3 A. No. We are quite sure that, after 1,800 pages of testimony and
4 attachments, over 400 discovery questions, two days of hearings, briefs,
5 and two petitions for reconsideration, the Commission thoroughly
6 understood the services Intrado plans to provide. Intrado tried to
7 convince the Commission that PSAPs' ability to *transfer* calls originated
8 by other carriers' end users was a call origination function, but the
9 Commission found it was not. (See *AT&T/Intrado Order*, at 4-5;
10 *AT&T/Intrado Recon. Order*, at 7-8; *Embarq/Intrado Order* at 3-4;
11 *Embarq/Intrado Recon. Order*, at 7-8.) Intrado continues to disagree,
12 and Mr. Hicks continues to characterize call transfer capability as a call
13 origination function (see Hicks DT at 7-8), but the Commission has
14 already rejected that theory and there is no reason for a different result
15 here. Mr. Hicks also points to Intrado's Enterprise E-911 Service as a
16 purported example of call origination, but, right in his answer, he admits
17 the service is for "*delivery of 911 calls*" (Hicks DT at 7 (emphasis
18 added)), from a *customer's own, private switch*. (See Hicks Ex. TH-1, §
19 5.4). It is *not* call origination using Intrado's facilities and has no
20 characteristics of local exchange service; rather, the customer's own
21 private branch exchange (commonly known as a PBX) switch supplies
22 dial-tone and the customer is responsible for obtaining transport facilities
23 to get its 911 calls to Intrado's network. (See *id.*, § 5.4.2B.) Intrado is
24 offering to large business customers essentially the same port on its

1 network that Intrado is offering to Verizon and other carriers. That port
2 can only be used by a large business customer to deliver its 911 calls to
3 Intrado, which then delivers them to the appropriate PSAP. The ports
4 Intrado offers under its Enterprise 911 Service cannot be used for any
5 other type of call. Intrado's offering of such ports to large business
6 customers is no more a local exchange service than the offering of such
7 ports to Verizon and other carriers.

8

9 **Q. MR. HICKS CLAIMS THAT PSAPS ARE "TECHNICALLY CAPABLE**
10 **OF MAKING OUTGOING CALLS" IF THEY ASKED INTRADO TO**
11 **ACTIVATE THIS CAPABILITY. (HICKS DT AT 6-7.) DOES THIS**
12 **TESTIMONY CHANGE THE COMMISSION'S CONCLUSION THAT**
13 **INTRADO IS NOT PROVIDING ANY ORIGINATING CALLING**
14 **SERVICE?**

15 A. No. Mr. Hicks suggests that its PSAP customers would be "technically
16 capable" of making outgoing calls if they asked for this "functionality" to
17 be "activated," but this "call origination option" would not permit the
18 PSAP to "receive highly critical incoming 911 calls." (Hicks DT at 6-7.)
19 Intrado's argument is nonsense. There is no such "call origination
20 option" in Intrado's Price List, which makes very clear that customers of
21 Intrado's Intelligent Emergency Network "must subscribe to additional
22 local exchange services for purposes of placing administrative outgoing
23 calls and for receiving other calls" (aside from 911 calls). (Intrado Price
24 List, § 5.2.3.) In fact, the Intrado customer's subscription to another
25 carrier's local exchange service "for placing outgoing calls" is a condition

1 of receiving Intrado's 911 services. (*Id.* at § 2.9.D.) The theoretical
2 potential for Intrado to provide the technical capability for PSAP call
3 takers to make outgoing calls—or, for that matter, its potential to provide
4 any other theoretical capability—is not relevant here. Intrado asked
5 Verizon to negotiate, and the Commission to arbitrate, interconnection
6 terms for its 911 Intelligent Emergency Network, which does *not*
7 include—and which expressly *excludes*—outgoing call capability.
8 Moreover, Intrado cannot seriously contend that it would offer, that any
9 state agency overseeing 911 service would permit it to offer, or that any
10 PSAP would take, a 911 service that prevented the PSAP from receiving
11 “highly critical incoming 911 calls.” Indeed, such a service would not be
12 911 service at all.

13

14 **Q. CAN THE COMMISSION DECIDE HERE THAT INTRADO'S**
15 **SERVICES ENTITLE IT TO AN ARBITRATED INTERCONNECTION**
16 **AGREEMENT WITH VERIZON, BUT THAT THOSE SAME SERVICES**
17 **DID NOT ENTITLE IT TO SUCH AN AGREEMENT WITH AT&T AND**
18 **EMBARQ?**

19 A. To the extent there are legal aspects to that question, we'll defer them to
20 Verizon's legal briefs. But we understand the Commission must apply
21 the law in the same way to the same services. Otherwise, the
22 Commission's decision-making would be arbitrary. Intrado's service
23 either is or isn't telephone exchange service; the same services can't be
24 telephone exchange service in Verizon's territory, but not in Embarq's
25 and AT&T's territories. If Intrado convinces the Commission here that it

1 previously misunderstood the nature of *Intrado's services*—and that they
2 are, in fact, telephone exchange service--then the Commission's rulings
3 to the contrary in the AT&T and Embarq cases are open to attack. And
4 we have no doubt that Intrado would use that inconsistency to challenge
5 those rulings.

6

7 **Q. BUT CAN'T THE COMMISSION DISREGARD THE JURISDICTIONAL**
8 **ISSUE IN THIS CASE, AS MR. SORENSEN SUGGESTS?**

9 A. No. Mr. Sorensen tells the Commission that Intrado's eligibility for a
10 section 251(c) interconnection agreement is not an issue in this
11 proceeding, because it "has not been presented to the Commission for
12 resolution by either *Intrado Comm* or *Verizon*" in the joint issues matrix
13 submitted last year. (Sorensen DT at 11.) We, like Mr. Sorensen, are
14 not lawyers, but we understand that the Commission's authority to
15 arbitrate a section 251(c) arbitration agreement is a jurisdictional
16 question. In the request for summary final order that Verizon will soon
17 file, its lawyers will explain that, under Florida law, jurisdictional issues
18 cannot be waived--and Verizon has never, in any event, conceded that
19 *Intrado has a right to section 251(c) interconnection*. The Commission
20 must find jurisdiction to resolve every case that comes before it, whether
21 the parties specifically ask whether the Commission has jurisdiction to
22 resolve the case or not. Indeed, we understand that the issues matrices
23 for most of the disputes that come before the Commission do not list any
24 specific jurisdictional issue for resolution. That does not mean that the
25 Commission may decide the case if it has no jurisdiction to do so, which

1 is what Intrado's position amounts to. Disregarding the jurisdictional
2 question would be particularly ill-advised here, where the Commission
3 has already decided, twice, that Intrado is not entitled to arbitration of an
4 interconnection agreement for the services it seeks to provide.

5

6 **Q. HAVE OTHER COMMISSIONS RAISED DOUBTS ABOUT**
7 **INTRADO'S RIGHT TO INTERCONNECTION UNDER SECTION**
8 **251(C)?**

9 A. Yes. As we have already pointed out, the Illinois Commission dismissed
10 Intrado's arbitration with AT&T because it found, as this Commission
11 did, that Intrado is not providing telephone exchange service. The
12 Arbitrators in Intrado's arbitrations with AT&T and Verizon in Texas have
13 also raised doubts about whether ILECs can be forced to arbitrate
14 interconnection agreements with Intrado for the 911 services Intrado
15 plans to provide.⁷ At the Arbitrators' request, the parties submitted
16 briefs in those arbitrations, with AT&T and Verizon explaining that
17 Intrado is not, in fact, entitled to section 251(c) arbitration because it is
18 not providing any telephone exchange or exchange access services as
19 defined by the Act.

20

21 The same threshold issue of Intrado's entitlement to section 251(c)
22 interconnection with Verizon (and Embarq) is before the FCC's Wireline
23 Competition Bureau in Verizon's and Embarq's consolidated arbitration

⁷ *Petition of Intrado Comm., Inc. for Compulsory Arbitration with Verizon Southwest Under the FTA Relating to Establishment of an Interconnection Agreement*, Order No. 2, Requesting Briefs on Threshold Legal Issues (Oct. 17, 2008) (attached as Ex. 11).

1 there. Although Bureau Staff had indicated that it expected to issue a
2 decision in May, it did not do so. Instead, it issued a Public Notice
3 seeking comment from interested entities on policy issues with respect
4 to competitive provision of 911 services.⁸

5
6 **Q. HAS INTRADO ADDRESSED THE COMMISSION'S CONCLUSION**
7 **THAT A BILATERAL ARBITRATION IS NOT THE PROPER FORUM**
8 **TO ADDRESS ISSUES RELATING TO THE PROVISION OF 911**
9 **SERVICES IN FLORIDA?**

10 A. No. As we pointed out in our Direct Testimony, in addition to the
11 Commission's legal conclusion that Intrado is not entitled to arbitration of
12 an interconnection agreement for its 911 services, the Commission has
13 explained that it cannot make unilateral decisions affecting 911 service.
14 After pointing to the statutory scheme governing 911 services in Florida
15 and noting that decisions affecting 911 service "are made by several
16 different agencies," the Commission found that "any discussion
17 regarding the provisioning of competitive 911/E911 service in Florida
18 requires that all potentially affected parties be consulted and afforded an
19 opportunity to weigh in on these vital matters." (*Embarq/Intrado Order*,
20 at 8; *AT&T/Intrado Order*, at 9.) This requirement to include all affected
21 parties in 911-related decisions has not changed since the Commission
22 issued its Orders in the AT&T and Embarq cases, but Intrado doesn't

⁸ *Comment Sought on Competitive Provision of 911 Service Presented by Consolidated Arbitration Proceedings*, Public Notice, WC Docket Nos. 08-33, 08-185; DA 09-1262, at 2 (June 4, 2009) ("Public Notice").

1 even acknowledge it.

2

3 **Q. MR. SORENSEN CLAIMS THAT THE WEST VIRGINIA COMMISSION**
4 **AND OHIO COMMISSIONS RECOGNIZED “THE BENEFITS OF**
5 **INTRADO COMM’S LOCAL EXCHANGE SERVICES, INCLUDING ITS**
6 **COMPETITIVE 911/E-911 SERVICE OFFERING.” (DT AT 6.) IS THIS**
7 **TRUE?**

8 A. No. Mr. Sorensen’s testimony insinuates that those Commissions
9 acknowledged the benefit of Intrado’s *particular* 911 service offerings
10 when all these Commissions did—in proceedings outside Intrado’s
11 arbitrations--was sanction competitive entry into 911 services. The fact
12 that a state, through statutes or regulations, authorizes competitive 911
13 services certainly does not mean that it has recognized any benefits
14 associated with a particular provider’s specific plans for competitive
15 entry—in Intrado’s case, a plan to foist its network costs onto other
16 carriers through so-called interconnection arrangements. In fact, the
17 West Virginia and Ohio Commissions *rejected* Intrado’s proposed
18 interconnection arrangements, and the North Carolina Recommended
19 Arbitration Order Mr. Sorensen cites did, too.

20

21 **Q. PLEASE DESCRIBE THE WEST VIRGINIA COMMISSION’S**
22 **FINDINGS.**

23 A. The Arbitrator in Intrado’s arbitration with Verizon in West Virginia
24 concluded that Intrado’s legal arguments for its network architecture
25 were “unsupported by law or reason” and found no support for Intrado’s

1 claims about the relative benefits of its planned 911 network:

2 First, Section 251 makes no distinction between
3 interconnection for POTS and interconnection for more
4 specialized services. The same requirements and rules
5 apply to all types of interconnection. If the provision of
6 911/E911 service on a competitive basis is a local
7 exchange service [and the Arbitrator did not conclude that
8 it was], the same statutory language applies to
9 interconnections to provide that service as for any other
10 telecommunications exchange service. Second, and
11 perhaps more importantly, even if there were a different
12 standard, there is absolutely no evidence in the record of
13 this proceeding to demonstrate that the current 911/E911
14 system architecture and provision of 911/E911 service in
15 West Virginia are in any way deficient, flawed,
16 substandard or even mediocre.

17 The Commission affirmed the Arbitrator's findings.⁹

18

19 **Q. WHAT ABOUT THE NORTH CAROLINA RECOMMENDED**
20 **ARBITRATION ORDER ("RAO") MR. SORENSEN CITES (DT AT 6-**
21 **7)?**

22 **A.** That RAO, in Intrado's arbitration with AT&T, also soundly rejected
23 Intrado's request for extraordinary, unprecedented interconnection

⁹ *W.V. Award*, at 13, *affirmed by W.V. Order*.

1 arrangements for its 911 services. The Commission found no authority
2 to support Intrado's proposal to move away from AT&T's existing call
3 routing mechanism to Intrado's direct trunking/new call sorting approach
4 and, in addition, cited "cost and reliability issues" associated with that
5 proposal.¹⁰ The RAO, likewise, rejected Intrado's proposal for Intrado to
6 designate points of interconnection on its own network:

7 Intrado must not be allowed to make the ILECs and other
8 telecommunication competitors incur operating expenses
9 which are unreasonable or unwarranted because of
10 Intrado's operating paradigm....the Commission will not
11 require AT&T to interconnection with Intrado's network at
12 two *yet-to-be determined* locations anywhere within the
13 state of North Carolina at the behest of Intrado.

14 *North Carolina RAO*, at 47 (emphasis in original).

15
16 **Q. PLEASE DESCRIBE THE OHIO COMMISSION'S RULINGS ON**
17 **INTRADO'S PROPOSALS.**

18 A. As Mr. Sorensen states, the Ohio Commission created a new kind of
19 certification for Intrado--a competitive emergency services
20 telecommunications carrier. The Ohio Commission created this
21 restricted class of certificate after a contentious proceeding in which
22 other entities opposed Intrado's certification as a CLEC, and after which

¹⁰ *Petition of Intrado Comm. for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended, with BellSouth Telecomm., Inc. d/b/a AT&T North Carolina, Recommended Arbitration Order, Docket No. P-1187, Sub 2 ("North Carolina RAO") (Sorensen Ex. ES-5), at 35 (April 24, 2009).*

1 the Commission found Intrado was *not* a CLEC. To the extent Mr.
2 Sorensen may be suggesting that this new certification classification
3 conferred upon Intrado special interconnection rights CLECs don't have,
4 or that it represented approval of Intrado's business plan, those
5 suggestions are incorrect. As the Ohio Commission made clear in the
6 certification proceeding: "Our decision does not address the
7 appropriateness and scope of any specific request for
8 interconnection."¹¹

9
10 The Ohio Commission instead ruled on Intrado's interconnection
11 proposals in Intrado's arbitrations with Embarq, Cincinnati Bell
12 Telephone Company ("CBT"), AT&T and, on the same day Verizon and
13 Intrado submitted their Direct Testimony here, Verizon.¹² In those
14 cases, the Commission ruled that Intrado was *not*, in fact, entitled to
15 section 251(c) interconnection for 911 traffic from the ILECs' end users,

¹¹ *Application of Intrado Comm. Inc. to Provide Competitive Local Exchange Services in the State of Ohio*, Entry on Rehearing, Case No. 07-1199-TP-ACE, at 14 (April 2, 2008) (attached as part of Ex. ES-2 to Mr. Sorensen's Direct Testimony).

¹² *Petition of Intrado Comm., Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with Embarq*, Arbitration Award, Case No. 07-1216-TP-ARB (Sept 24, 2008) ("*Ohio Embarq/Intrado Order*") (attached as Ex. 9 to Verizon's Direct Testimony); *Petition of Intrado Comm., Inc. for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended, to Establish an Interconnection Agreement with Cincinnati Bell Tel. Co.*, Case No. 08-537-TP-ARB, Arbitration Award ("*Ohio CBT/Intrado Order*") (Oct. 8, 2008) (attached as Ex. 10 to Verizon's Direct Testimony); *Petition of Intrado Comm., Inc. for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934 as Amended, to Establish an Interconnection Agreement with the Ohio Bell. Tel. Co. d/b/a AT&T Ohio*, Arbitration Award, Case No. 07-1280-TP-ARB (March 4, 2009) ("*Ohio AT&T/Intrado Order*") (attached as Ex. ES-3 to Sorensen DT); *Petition of Intrado Comm., Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with Verizon North, Inc. Pursuant to Section 252(b) of the Telecomm. Act. of 1996*, Arbitration Award, Case No. 08-198-TP-ARB (June 24, 2009) ("*Ohio Verizon/Intrado Order*") (attached as Ex. 12).

1 but must instead seek commercial terms for such interconnection under
2 section 251(a). The Commission, in any event, rejected (as a
3 commercial agreement term) in all cases the same direct trunking
4 proposal Intrado is making here.¹³ And while it required the ILECs to
5 interconnect at a point on Intrado's network (again, as a commercial
6 matter), the Commission nevertheless rejected, as unsupported by any
7 law, Intrado's proposals to place multiple points of interconnection on its
8 own network and required interconnection to occur within the ILECs'
9 service territory. (*Ohio Embarq/Intrado Order*, at 29; *Ohio CBT/Intrado*
10 *Order*, at 9; *Ohio Verizon/Intrado Order*, at 5-6.)

11

12 **Q. DID VERIZON AGREE TO ARBITRATE SECTION 251(A)**
13 **COMMERCIAL TERMS WITH INTRADO IN OHIO?**

14 A. No, it most certainly did not. But after the Commission determined that
15 Intrado was not entitled to section 251(c) interconnection for 911 traffic
16 from Verizon's end users, it followed the same theory it made up in the
17 previous Intrado arbitrations. Under this theory, the ILEC is deemed to
18 have sought interconnection from Intrado, and the Commission takes it
19 upon itself to arbitrate section 251(a) terms, even though neither the
20 ILEC nor Intrado asked it to. (*See, e.g., Ohio Verizon/Intrado Order*, at
21 5; *Ohio CBT/Intrado Order*, at 8-9.) This is not a lawful theory, as
22 Verizon has pointed out in its pending request for rehearing in its Ohio
23 arbitration with Intrado.

¹³ See *Ohio Embarq/Intrado Order*, at 33; ("*Ohio CBT/Intrado Order*"), at 15 (Oct. 8, 2008); *Ohio AT&T/Intrado Order*, at 32; *Verizon/Intrado Order*, at 19-20.

1 Unlike the Ohio Commission, this Commission correctly understands
2 that it may advise the parties to negotiate section 251(a) commercial
3 agreements, but it cannot arbitrate such agreements where no one has
4 asked for them. (See *AT&T/Intrado Order*, at 9; *Embarq/Intrado Order*,
5 at 8.)

6

7 **Q. HAS INTRADO OR VERIZON ASKED THIS COMMISSION TO**
8 **ARBITRATE A COMMERCIAL, SECTION 251(A) AGREEMENT?**

9 A. No. Intrado filed its petition for section 251(c) interconnection and has
10 all along insisted on section 251(c) interconnection. In his testimony,
11 Mr. Sorensen again makes clear that Intrado is "seeking section 251(c)
12 interconnection with Verizon." (Sorensen DT at 10.) However, because
13 he knows this Commission has determined that Intrado is *not* entitled to
14 section 251(c) interconnection, he appears to be trying to hedge
15 Intrado's bets by suggesting that state commissions may arbitrate
16 section 251(a) terms. To the extent he is suggesting, without expressly
17 stating, that the Commission may analyze Intrado's proposals under
18 section 251(a), this suggestion is wrong, and nothing in the other state
19 commission cases he cites says otherwise. As Verizon will explain in
20 legal briefs, in the unlikely event that this arbitration is not dismissed
21 before that stage, a state Commission may arbitrate issues outside of
22 the ILEC's obligations under section 251(b) and (c) *only if the parties*
23 *agreed to include those issues in their negotiations*. There was no such
24 agreement here and Intrado does not claim any, so there is no basis for
25 the Commission to arbitrate section 251(a) terms.

1 Mr. Sorensen is, likewise, wrong to the extent he suggests that Florida
2 law could provide an alternative to allow the Commission to arbitrate
3 Intrado's petition, without regard to section 251(c). (Sorensen DT at 14.)
4 Mr. Sorensen does not state what Florida law would give the
5 Commission the authority to expand upon, or to act contrary to, the Act's
6 provisions with respect to negotiation and arbitration of interconnection
7 agreements. Again, this is a question better suited to the parties'
8 lawyers, but there isn't any such law. Indeed, the Commission already
9 made clear in Intrado's arbitrations with Embarq and AT&T that it fully
10 considered state law in determining that Intrado is not entitled to
11 arbitration of an interconnection agreement, and that state law is "not in
12 conflict with any aspect of the federal law" cited in the Commission's
13 orders dismissing Intrado's arbitrations for lack of entitlement to an
14 interconnection agreement.¹⁴

15

16 **Q. CAN INTRADO FIND SUPPORT FOR ITS PROPOSALS IN ANY**
17 **OTHER COMMISSION RULINGS?**

18 A. No. Mr. Sorensen doesn't mention the May 8 Order in Verizon's
19 arbitration with Intrado in Massachusetts, but the DTC rejected Intrado's
20 network architecture proposals, as the West Virginia and Ohio
21 Commissions did, and adopted Verizon's proposals. The DTC found no
22 support for Intrado's proposals to force Verizon to interconnect on
23 Intrado's network or to establish direct trunking/new call sorting
24 arrangements. It also rejected Intrado's arguments that the DTC could

¹⁴ *AT&T/Intrado Recon. Order*, at 7; *Embarq/Intrado Recon. Order*, at 7.

1 rely on section 251(a) to adopt Intrado's proposals. (*Mass. Order*, at
2 36.)

3

4 **Q. DOES VERIZON OPPOSE 911 COMPETITION, AS MR. SORENSEN**
5 **SUGGESTS (DT AT 8)?**

6 A. No. Verizon does not oppose competitive 911 services here or
7 anywhere else, provided that the state permits such 911 competition.
8 But there is a big difference between competition and the cost-shifting
9 scheme Intrado is trying to advance. As several commenters at the
10 FCC pointed out, Intrado's interconnection approach would discourage
11 the very innovation and investment necessary for development of
12 competitive next-generation emergency services networks. AT&T, for
13 example, commented that "[n]o [system service provider] rationally can
14 be expected to devote the necessary resources into building tomorrow's
15 infrastructure if other parties will be able to reap the benefits of that
16 investment without sharing the risks."¹⁵ And the Virginia
17 Telecommunications Industry Association correctly observed that
18 "[c]ompetition that merely redirects costs associated with new entrants
19 from it to current service providers is not competition at all but rather a
20 direct subsidy for some at the expense of others."¹⁶ With particular
21 regard to Intrado's proposed service arrangement, VTIA explained that,
22 for example, Intrado "failed to consider the material trunking costs

¹⁵ Comments of AT&T, Inc. in response to FCC Public Notice, at 5 (filed July 6, 2009).

¹⁶ Comments of the Virginia Telecommunications Industry Association in response to FCC Public Notice, at 2.

1 between Citizens' switch in Floyd, Virginia and a connection point to
2 Intrado located in Raleigh, North Carolina that is more than 150 miles
3 away. Citizens was requested to provide this connection without
4 reimbursement."¹⁷ Intrado is pursuing the same approach here, trying to
5 force Verizon to pick up the costs of its network so it can offer service
6 cheaper to PSAPs.

7
8 911 competition can occur – and is occurring – outside of the section
9 251(c) context in a manner that is both commercially reasonable and
10 that fosters a level playing field. Intrado itself brings up an example from
11 Indiana, stating that “Verizon has permitted access to its 911 systems so
12 that a competitor, INdigital, may provide competitive 911 wireless
13 communications in Indiana in place of the ILECs to fulfill its contract with
14 the State of Indiana Wireless 911 Board.” (Sorensen DT at 14.) Mr.
15 Sorensen, however, neglects to point out that INdigital never invoked
16 the section 251/252 interconnection provisions, and it and Verizon
17 considered their agreement to be a commercial contract. It was only
18 (erroneously) deemed a section 252 agreement by the Commission
19 after it was negotiated.

20
21 In addition, as the Commission knows, Intrado and Embarq have
22 negotiated commercial interconnection terms here, and there is no

¹⁷ *Id.* at 1-2; accord Comments of AT&T, Inc., at 9 (noting that Intrado's proposed interconnection proposal “represents a significant, uncompensated increase in carrier's costs for routing the traffic” as well as “irrationally increase[ing] service interruption risks due to the potentially extreme distances involved in connecting Intrado's facilities to Verizon's (or other incumbents'), which is a risk to public safety.”).

1 reason Intrado cannot do the same with Verizon—which has, in addition
2 to trying to engage Intrado in commercial negotiations, offered Intrado
3 the same kind of interconnection arrangements Verizon offers to CLECs
4 providing telephone exchange services, as well as meet-point
5 arrangements. Intrado’s reluctance to actively pursue any of these
6 alternatives confirms its single-minded objective of foisting the costs of
7 its new 911 network on Verizon and other carriers. If the Commission
8 wishes to promote 911 competition in Florida, the best approach would
9 be to dismiss Intrado’s petition and advise it to seek commercial terms
10 that would better suit its 911 services than the section 251(c)
11 interconnection to which it is not entitled.

12
13 The rest of our testimony on the disputed issues is offered only in the
14 event that the Commission declines to follow its precedent establishing
15 that Intrado is not entitled to arbitration of an interconnection agreement.
16 If, contrary to that precedent, the Commission proceeds to decide the
17 substantive issues Intrado has raised, it should reject Intrado’s
18 proposals as anticompetitive and unsupported by any law.

19

20

IV . DISPUTED ISSUES

21

**ISSUE 3 WHERE SHOULD THE POINTS OF INTERCONNECTION BE
22 LOCATED AND WHAT TERMS AND CONDITIONS SHOULD
23 APPLY WITH REGARD TO INTERCONNECTION AND
24 TRANSPORT OF TRAFFIC? (911 Att. §§ 1.3, 1.4, 1.5, 1.6.2,
25 1.7.3, 2.3.1; Glossary §§ 2.63, 2.64, 2.67, 2.94, 2.95.)**

1 **Q. WHERE DOES INTRADO PROPOSE TO LOCATE THE POI(S)?**

2 A. Intrado proposes different POI arrangements depending on whether
3 Verizon or Intrado is the designated 911/E911 service provider in a
4 particular geographic area. Where Verizon is the designated 911/E911
5 service provider, Intrado agrees to deliver its 911/E911 calls to Verizon
6 at a point on Verizon's network. This proposal correctly reflects the
7 legal requirement, discussed below and in our Direct Testimony, for
8 Intrado to establish a POI on Verizon's network. However, it will have
9 because Intrado's customers, the PSAPs, will not be making any
10 emergency 911 calls. The parties' dispute with respect to Issue 3 is,
11 rather, about where the POI will be when Intrado is the designated 911
12 provider—that is, when Verizon's end users make emergency calls to
13 PSAPs served by Intrado. This scenario is the focus of both Intrado's
14 and Verizon's testimony.

15

16 **Q. WHERE DOES INTRADO PROPOSE TO LOCATE THE POI(S) WHEN**
17 **INTRADO IS THE PRIMARY 911 SERVICE PROVIDER IN A**
18 **GEOGRAPHIC AREA?**

19 A. When Intrado is the 911/E911 service provider, its proposed language
20 would require Verizon to transport its end users' emergency calls to
21 points of interconnection on Intrado's network. (Hicks DT at 9.)

22

23 **Q. HAS INTRADO TOLD VERIZON WHERE ON INTRADO'S NETWORK**
24 **THOSE POIS WOULD BE?**

25 A. No. As noted in our Direct Testimony, Intrado has not specified where it

1 would establish POIs when it serves a PSAP. Its contract language is
2 broad enough to allow it to establish as many POIs as it wishes, at any
3 points on its network that it wishes, whether inside or outside Florida.
4 (See Intrado's proposed 911 Att., § 1.3.2.) Intrado's witnesses, likewise,
5 decline to specify the location of the POIs, other than to say that Intrado
6 plans to place them on its network at its "selective router/access ports."
7 (Hicks DT at 9.) Mr. Hicks says Intrado "plans to deploy at least two (2),
8 and possibly more, selective routers in Florida," and that those selective
9 routers "may or may not be" within the same LATAs where Intrado's
10 PSAP customers are located. (*Id.* at 14.) In other words, Verizon has no
11 idea where Intrado plans to require Verizon to deliver calls to Intrado,
12 except that it will be at multiple POIs somewhere on Intrado's network.

13

14 Mr. Hicks argues that Intrado's language, which does not specify the
15 location of the POIs, or even that the POIs will be located in Florida, is
16 intended to allow Verizon the "flexibility" of interconnecting on Intrado's
17 network anywhere in the country. (Hicks DT at 15-16.) But that is not
18 what Intrado's language says. That language gives Intrado, not Verizon,
19 the discretion to determine where on Intrado's network interconnection
20 will occur.

21

22 **Q. IS THE ISSUE ABOUT POI PLACEMENT A POLICY ISSUE?**

23 A. No. Again, despite Intrado's advice that so-called "public interest
24 considerations" should dictate the resolution of Issue 3 (see Sorensen
25 DT at 19), the bedrock consideration in deciding this issue, if this

1 arbitration proceeds, must be the governing federal law. That law says
2 the POI(s) must be on Verizon's network, not Intrado's.

3

4 **Q. DOES INTRADO RECOGNIZE THAT GOVERNING LAW?**

5 A. Intrado's Petition for Arbitration did recognize that: "Under the law
6 Intrado Comm has the right to choose the location of the point of
7 interconnection *on the incumbent's network*, including the right to
8 establish a single POI." (Petition for Arbitration, at 26, emphasis added.)
9 But Intrado's witnesses simply ignore the explicit provisions of the Act,
10 the FCC's rules, and this Commission's orders that require the POI to be
11 within the ILEC's network. They do not argue that any law requires the
12 Commission to adopt Intrado's extreme proposal and, in fact, admit that
13 they are recommending "[d]eviating from a traditional POI arrangement."
14 (Hicks DT at 10.) But they make various arguments about the alleged
15 public interest benefits of Intrado's network architecture and claim
16 support for these *policy* arguments in an assortment of sections in the
17 Act, none of which speaks to POI placement, and an oblique reference
18 to FCC "findings" that have nothing to do with section 251
19 interconnection. As we will explain below, their policy arguments are
20 irrelevant and, even if they weren't, they are unfounded.

21

22 **Q. WHAT IS THE LAW GOVERNING DESIGNATION OF POIS?**

23 A. Again, we are not lawyers, but, as we discussed in our Direct
24 Testimony, the Act, the FCC's rules, and this Commission's precedent
25 plainly and directly address placement of the POI. Section 251, under

1 which Intrado seeks interconnection, states that each incumbent local
2 exchange carrier has the duty to provide “interconnection with the local
3 exchange carrier’s network...at any technically feasible point within the
4 carrier’s network.” (47 U.S.C. § 251(c)(2)(B).) The FCC’s rule
5 implementing this provision, Rule 51.305, likewise makes clear that the
6 incumbent LEC must provide interconnection with its network “[a]t any
7 technically feasible point *within the incumbent LEC’s network*”
8 (emphasis added). These rules apply to all traffic exchanged between
9 an ILEC and an interconnecting carrier; neither section 251(c) nor
10 anything else in the Act prescribes or permits different treatment for
11 911/E911 calls than for all other calls.

12
13 The Commission correctly reads the plain terms of federal law just as
14 Verizon does, to require the POI to be within the incumbent’s network.
15 In its generic intercarrier compensation case, the Commission ruled that
16 CLECs have the right to “designate single POIs for the *mutual exchange*
17 *of telecommunications traffic* at any technically feasible location *on an*
18 *incumbent’s network within a LATA.*”¹⁸ The Commission even granted
19 Verizon’s request for a more explicit statement that the POI must be
20 “within the incumbent LEC’s network”: “the point of interconnection
21 designated by the ALEC, to which the originating carrier has the
22 *responsibility for delivering its traffic, must be within the ILEC’s*

¹⁸ *Investigation into the Appropriate Methods to Compensate Carriers for Exchange of Traffic Subject to Section 251 of the Telecomm. Act of 1996, Docket No. 000075-TP, Order on Reciprocal Compensation, Order No. PSC-02-1248-FOF-TP, at 25 (Sept. 10, 2002) (“Generic Order”) (emphasis added).*

1 *network.*¹⁹ The Commission has consistently ruled in section 251
2 arbitrations “that *the POI must be placed on Verizon’s network*” for the
3 mutual exchange of traffic.²⁰

4

5 **Q. THEN HOW DOES INTRADO TRY TO SQUARE ITS PROPOSAL**
6 **WITH THE LAW?**

7 A. Mr. Hicks contends that “the interconnection arrangements that Verizon
8 provides to Intrado Comm must be ‘equal in quality’ to the
9 interconnection arrangements that Verizon provides to itself and to other
10 carriers.” (Hicks DT at 11.) Mr. Hicks does not reference any law to
11 support this “equal-in-quality” claim, but Verizon expects that Intrado will
12 rely, as it has in other arbitrations, on section 251(c)(2)(C) of the Act,
13 which requires incumbent LECs to provide interconnection “that is at
14 least equal in quality to that provided by the local exchange carrier to
15 itself or to any subsidiary, affiliate, or any other party to which the carrier
16 provides interconnection.” This provision appears right after the above-
17 quoted subsection 251(c)(2)(B), which requires interconnection within
18 the ILEC’s network. To the extent Verizon needs to address this
19 argument further, it will do so in legal briefs. But the short, common-
20 sense answer is that the equal-in-quality criterion reflected in the Act’s

¹⁹ *Investigation into the Appropriate Methods to Compensate Carriers for Exchange of Traffic Subject to Section 251 of the Telecomm. Act of 1996*, Docket No. 000075-TP, Order Denying Motions for Reconsideration, Order No. PSC-03-0059-FOF-TP, at 23 (Jan. 8, 2003) (“*Generic Recon. Order*”) (emphasis added).

²⁰ *Petition by Global NAPS, Inc. for Arbitration Pursuant to 47 U.S.C. 252(b) of Interconnection Rates, Terms and conditions with Verizon Florida Inc.*, Final Order on Arbitration, Order No. PSC-03-0805-FOF-TP, at 8 (July 9, 2003) (“*GNAPS Order*”) (emphasis added) and 9 (“GNAPs may designate a single physical point of interconnection per LATA on Verizon’s network”).

1 section 251(c)(2)(C) (and FCC rule 51.305(a)(3)) addresses a different
2 subject—that is, service quality and technical design criteria—than the
3 specific language with respect to POI placement in section 251(c)(2)(B)
4 (and FCC rule 51.305(a)(2)). The equal-in-quality criterion does not
5 override the specific directive, in the same section of the statute, for the
6 POI to be on the ILEC's network.

7

8 **Q. HAS ANY COMMISSION GIVEN ANY CREDENCE TO INTRADO'S**
9 **EQUAL-IN-QUALITY ARGUMENT?**

10 A. Not to my knowledge. The West Virginia Arbitrator, in a
11 recommendation adopted by the Commission, rejected this frivolous
12 argument in the strongest possible terms: "Intrado's arguments are
13 ludicrous on their face. On the one hand, Intrado argues that Verizon
14 cannot use one obligation under Section 251(c) to 'obliterate' another
15 obligations under Section 251(c). That is certainly true enough.
16 However, Intrado's own argument would require exactly that outcome."
17 (*W.V. Award*, at 13.) The Arbitrator pointed out, as Verizon has here,
18 that the equal-in-quality criterion in section 251(c)(2)(C) and the FCC's
19 rules implementing it addressed "the technical standards which apply at
20 the point of interconnection," not the location of the point of
21 interconnection: "The subsection on which Intrado has hung so much of
22 its argument doesn't even apply to the location of the point of
23 interconnection." (*Id.* at 13.) The West Virginia Arbitrator correctly
24 observed that the issue with respect to location of the POI was "quite
25 simple to decide," because the law was so "clear and unequivocal" in

1 requiring the POI to be within the ILEC's network. (*Id.* at 12-13.)

2

3 **Q. DID THE MASSACHUSETTS DTC ALSO FIND THE POI ISSUE**
4 **SIMPLE TO DECIDE?**

5 A. Yes. The DTC stated:

6 Although the FCC has not addressed interconnection of
7 competing 911/E-911 providers, the express language of
8 the statute, the FCC's *Local Competition Order* and
9 corresponding rules, and the Wireline Competition
10 Bureau's *Virginia Arbitration Order* provide clear
11 guidance....Neither the statute nor the FCC's
12 implementing rules differentiate between different types of
13 traffic, including 911-E-911 traffic. Contrary to Intrado's
14 assertions, there is no ambiguity within this statutory
15 provision and implementing rules, which require that the
16 POI must be within the incumbent's network, unless the
17 parties agree otherwise.

18 (*Mass. Order* at 32-33 (footnotes omitted).)

19

20 The DTC explained that "Intrado's position that the 'equal-in-quality'
21 statutory requirement imposed by 47 U.S.C. § 251(c)(2)(C) overrides the
22 statutory POI requirement imposed by 47 U.S.C. § 251(c)(2)(B) is an
23 unreasonable interpretation." (*Mass Order*, at 34.)

24

25

1 Q. BUT INTRADO SUGGESTS THAT THE OHIO COMMISSION
2 DECISIONS IN THE INTRADO ARBITRATIONS SUPPORT ITS POI
3 PROPOSAL. (SORENSEN DT AT 17.) IS THAT ACCURATE?

4 A. No. The Ohio Commission did not, as Mr. Sorensen claims, “adopt
5 Intrado Comm’s interconnection proposals.” (Sorensen DT at 17.) In
6 fact, it *rejected* Intrado’s proposals to allow it to designate multiple POIs
7 anywhere on its network and to force the ILECs to direct trunk their 911
8 traffic to those points. What the Commission actually required was
9 interconnection at a single POI within the ILEC’s service territory²¹—a
10 solution that, while still erroneous and unlawful, was certainly much less
11 extreme than Intrado’s proposals.

12
13 Q. MR. SORENSEN ALSO SUGGESTS THAT THE RECOMMENDED
14 ORDER IN INTRADO’S ARBITRATION WITH AT&T IN NORTH
15 CAROLINA IS FAVORABLE TO INTRADO ON THE POI LOCATION
16 ISSUE. (SORENSEN DT AT 17-18.) IS IT?

17 A. No. The *North Carolina RAO* rejected Intrado’s proposal in no uncertain
18 terms:

19 [T]he Commission is not persuaded that AT&T should be
20 required to establish interconnection at Intrado’s selective
21 routers at two geographically diverse locations on Intrado’s
22 network when Intrado serves as the designated 911/E911
23 service provider for the reasons generally advanced by
24 AT&T. In particular, the Commission finds that it is

²¹ See, e.g., *Ohio Verizon/Intrado Order*, at 5-6, 19-20.

1 unreasonable to expect AT&T to interconnect with Intrado
2 at Intrado's selective router(s) which may be miles apart
3 or, more specifically, removed from a particular AT&T
4 exchange service area by LATA boundaries....*Intrado*
5 *must not be allowed to make the ILECs and other*
6 *telecommunication competitors incur operating expenses*
7 *which are unreasonable or unwarranted because of*
8 *Intrado's operating paradigm.*
9 *(North Carolina RAO, at 47 (emphasis added).)*

10

11 The Commission concluded that the parties may negotiate and establish
12 multiple POIs for different types of services, but the Commission would
13 not "dictate to the parties a specific POI for a particular type of service."
14 *(Id.)*

15

16 **Q. IS MR. SORENSEN'S IMPLICATION ABOUT FAVORABLE FCC**
17 **PRECEDENT ALSO UNFOUNDED?**

18 A. Yes. Mr. Sorensen makes a cryptic reference to a purported FCC
19 determination "that the cost-allocation point for the exchange of 911/E-
20 911 traffic should be at the selective router," promising "[a]dditional
21 discussion of the FCC's findings" in Intrado's legal briefs. (Sorensen DT
22 at 18.) Mr. Sorensen doesn't provide any further details, but Intrado
23 has, in its other arbitrations, tried to argue that the FCC's settlement of a
24 dispute between *wireless carriers and PSAPs* with respect to the
25 allocation of costs between them for wireless E911 implementation

1 means that Verizon must bring its traffic to Intrado's selective router.
2 This claim is, in short, a blatant misrepresentation of the FCC's *King*
3 *County* case,²² and Verizon will rebut it if and when Intrado makes it
4 more explicitly. In that event, we are confident that the Commission will
5 find, as the Massachusetts DTC did, that "Verizon is correct that the
6 King County Order is inapplicable to the current arbitration...King
7 County resolved a dispute between wireless carriers and PSAPs with
8 respect to the allocation of 911/E-911 traffic costs between them and is,
9 contrary to Intrado's assertions, unrelated to interconnection obligations
10 between carriers." (*Mass. Order*, at 33 n. 25 (citations omitted).)

11

12 **Q. MR. SORENSEN ALSO CITES SECTIONS 251(E), 253(B), AND**
13 **SECTION 706 OF THE ACT AS AUTHORIZING THE COMMISSION**
14 **TO ADOPT INTRADO'S NETWORK ARCHITECTURE PROPOSALS.**
15 **DO THOSE SECTIONS PROVIDE ANY LEGAL AUTHORITY FOR**
16 **INTRADO'S PROPOSALS?**

17 A. Again, neither we nor Mr. Sorensen are lawyers, but we can give a
18 layman's perspective, as Mr. Sorensen has. He quotes only part of
19 section 253(b) (Sorensen DT at 19), but that provision states, in its
20 entirety:

²² See *Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, Request of King County*, Order on Reconsideration, 17 FCC Rcd 14789 (2002) ("*King County*"); Letter from Thomas J. Sugrue, Chief, Wireless Telecomm. Bureau, FCC, to Marlys R. Davis, E911 Program Manager, Dep't of Information and Admin. Services, King County, Washington, WT Docket No. 94-102 (dated May 7, 2001) ("*King County Letter*").

1 STATE REGULATORY AUTHORITY.—Nothing in this
2 section shall affect the ability of a State to impose, on a
3 competitively neutral basis and consistent with section 254
4 [Universal Service], requirements necessary to preserve
5 and advance universal service, protect the public safety
6 and welfare, ensure the continued quality of
7 telecommunications services, and safeguard the rights of
8 consumers.

9

10 Nothing in section 253(b) even mentions interconnection architecture, let
11 alone “necessitates the adoption of Intrado Comm’s proposed physical
12 arrangements in their entirety.” (Sorensen DT at 20.) As the West
13 Virginia Arbitrator concluded: “Section 253(b) does not speak in any
14 way to interconnection requirements between an ILEC and a CLEC. It
15 is simply irrelevant to an interconnection determination.” (*WV Award*, at
16 14.) The Massachusetts DTC, likewise, found no support for Intrado’s
17 proposals in section 253(b). (*Mass Order*, at 34-35.) And the Illinois
18 Commerce Commission decision Mr. Sorensen cites did not sanction
19 Intrado’s proposals under section 253(b) or otherwise. Indeed, as we
20 have pointed out, the Illinois Commission ruled that Intrado was not
21 even entitled to arbitration, let alone POIs on its own network or the
22 other network architecture provisions it seeks.

23

24 **Q. WHAT ABOUT SECTIONS 251(E) AND 706 OF THE ACT?**

25 A. They are just as irrelevant here as Section 253(b). As the

1 Massachusetts DTC concluded:

2 [T]he Department agrees with Verizon that §§ 251(e) and
3 706 of the Act are inapplicable to the placement of POIs
4 and interconnection obligations under § 251(c), since
5 “Section 251(e) addresses FCC authority over numbering
6 administration; [and] section 706 addresses broadband
7 deployment and instructs the FCC to conduct a rulemaking
8 into broadband availability.”

9 (*Mass. Order* at 34, *citing* Verizon’s Brief at 21)

10

11 And we have no idea what Mr. Sorensen is talking about when he
12 refers, without any citation, to a purported FCC “finding that Intrado
13 Comm is entitled to have Verizon deliver traffic to Intrado Comm’s
14 network when Intrado Comm is the designated 911/E-911 service
15 provider.” (Sorensen DT at 20-21.) The FCC never made any such
16 finding under sections 251(e), 706, or otherwise.

17

18 **Q. CAN THE COMMISSION TAKE MR. HICKS’ ADVICE TO ADOPT**
19 **INTRADO’S INTERCONNECTION PROPOSAL BECAUSE HE**
20 **CLAIMS THAT IT IS THE “MOST EFFICIENT AND COST-EFFECTIVE**
21 **INTERCONNECTION ARRANGEMENT”?** (HICKS DT AT 9.)

22 A. No. Again, these are *policy* arguments and, even if the Commission
23 believed them (and it should not), it is not free to ignore the law requiring
24 the POI to be within Verizon’s network and rule instead in Intrado’s favor
25 on policy grounds. In any event, Intrado’s proposals are grossly

1 inefficient, cost-effective only for Intrado, and risky for the public.

2

3 **Q. IN TERMS OF EFFICIENCY, PLEASE COMPARE VERIZON'S**
4 **INTERCONNECTION PROPOSAL WITH INTRADO'S.**

5 A. Verizon proposes for Intrado to designate a POI on Verizon's network
6 and Intrado would transport Verizon's end users' 911 traffic from that
7 POI on Verizon's network to Intrado's PSAP customers.

8

9 In contrast, Intrado's language entitles Intrado to designate POIs on its
10 own network—as many as it wishes and anywhere on its network that it
11 wishes. Intrado's witnesses indicate that Intrado would establish at least
12 two and maybe more POIs at unspecified locations on Intrado's network.
13 Forcing Verizon to interconnect on Intrado's network is the foundation of
14 Intrado's interconnection proposal, because it means that Verizon would
15 have to transport traffic destined for Intrado-served PSAPs to the POIs
16 on Intrado's network. Under Intrado's proposal, Verizon would have to
17 build or lease a minimum of two direct trunks (for "diverse routing") from
18 each of Verizon's affected end offices to each of Intrado's POIs on
19 Intrado's network. (Many end offices would require more trunks, as
20 traffic capacities need to be at a P.01 grade of service, which will be
21 harder to achieve under Intrado's direct trunking proposal than under the
22 existing approach of aggregating all end-user traffic on a single trunk
23 group.) In addition, Verizon would have to provide separate trunking to
24 its selective routers if an end office served multiple PSAPs. Under
25 *Intrado's proposal*, Verizon would bear the expense of this entirely new

1 configuration.

2

3 Intrado's direct trunking requirement would affect not just Verizon, but
4 other carriers, because it would preclude Verizon from aggregating
5 CLECs' and wireless carriers' calls at Verizon's selective routers for
6 transport to Intrado-served PSAPs. Only calls from Verizon's end users
7 would flow over the direct trunks from Verizon's end offices under
8 Intrado's plan. Other carriers that connect to Verizon's selective routers
9 today (and that are likely unaware of this arbitration) would have to
10 establish their own direct trunking arrangements with Intrado for their
11 emergency calls to reach Intrado-served PSAPs. In the absence of
12 such direct trunking agreements—which Intrado cannot force on these
13 other carriers—it appears that these carriers' calls would not reach
14 Intrado-served PSAPs. Intrado has not addressed this very serious
15 public safety concern, which alone should preclude adoption of its
16 proposals.

17

18 In addition to Intrado's requirement for Verizon to pay for unknown
19 numbers of new direct trunks to Intrado's POIs at unknown locations,
20 Intrado proposes for Verizon to deploy some kind of new call sorting
21 capability in affected end offices to replace the selective routers that sort
22 calls today. Intrado has no suggestion as to how this new capability
23 might be developed; Intrado just leaves it to Verizon to develop,
24 implement, and pay for.

25

1 Even if governing law permitted the Commission to adopt Intrado's
2 interconnection proposal (and it does not), there is no conceivable way
3 to conclude that this complicated and expensive overhaul to the existing
4 911 system is more efficient or cost-effective than Verizon's proposal--
5 although Intrado's proposal would certainly *reduce Intrado's costs* by
6 shifting them to Verizon and other carriers.

7

8 **Q. HAS THIS COMMISSION RECOGNIZED THAT INTRADO IS TRYING**
9 **TO SHIFT ITS COSTS TO THE ILECS?**

10 A. Yes. Although the Commission dismissed Intrado's arbitrations with
11 Embarq and AT&T because Intrado's 911 services do not entitle it to
12 section 251(c) interconnection, the Commission nevertheless observed
13 that the type of interconnection arrangements Intrado is requesting
14 "could present a serious disadvantage to [the ILEC], who would pay for
15 Intrado Comm establishing its 911/E911 service. We are concerned
16 that the costs for interconnection would be borne by [the ILEC]." (*Fla.*
17 *AT&T/Intrado Order* at 7; *Fla. Embarq/Intrado Order* at 6.) This concern
18 is well justified.

19

20 **Q. HAS THIS COMMISSION ALSO RAISED CONCERNS ABOUT THE**
21 **SECURITY AND RELIABILITY OF INTRADO'S PROPOSED**
22 **ARRANGEMENTS?**

23 A. Yes. Among the "public interest considerations" this Commission cited
24 when it dismissed Intrado's arbitration petitions with AT&T and Embarq
25 was that "carriers could potentially be transporting 911/E911

1 emergency calls up and down the state over great distances, perhaps
2 even out of state.” (*Fla. AT&T/Intrado Order*, at 8; *Fla. Embarq/Intrado*
3 *Order*, at 7.) Mr. Hicks confirms that this is Intrado’s plan, offering the
4 example of Verizon interconnecting in North Carolina or Virginia to
5 deliver 911 calls to Intrado’s PSAP customers in Florida. (Hicks DT at
6 15.)

7
8 And Intrado’s proposal presents an obvious danger of dropped 911
9 calls. As detailed in conjunction with Issue 12, Intrado’s proposal for
10 Verizon to direct trunk 911 calls to POIs on Intrado’s network would
11 *prohibit Verizon from using its selective routers to sort its calls, as well*
12 *as other carriers’ calls, to PSAPs.* Verizon and those other carriers
13 would have to build their own direct trunks to Intrado and develop and
14 implement some kind of new call sorting capability for Intrado’s
15 proposals here to work. But neither Intrado nor anyone else has come
16 up with any call-sorting alternative to the industry standard of selective
17 routing, and Intrado cannot, in any event, answer the question of how it
18 plans to force other carriers into its new operating paradigm. Without
19 answers to these questions, there is no assurance that Verizon’s end
20 users’ calls or the calls of other carriers that today use Verizon’s
21 selective routers would reach Intrado-served PSAPs.

22
23 **Q. HAVE OTHER COMMISSIONS EXPRESSED CONCERNS ABOUT**
24 **THE COSTS AND RELIABILITY OF INTRADO’S INTERCONNECTION**
25 **ARCHITECTURE PROPOSAL?**

1 A. Yes. As we already noted, the North Carolina Commission refused to
2 force AT&T and other telecommunications into “Intrado’s operating
3 paradigm,” which would cause them to “incur operating expenses which
4 are unreasonable or unwarranted” (*North Carolina RAO*, at 47), and it
5 also cited “cost and reliability issues” associated with Intrado’s call
6 routing proposal. (*Id.* at 35.) The Ohio Commission, likewise, cited
7 “conflicting evidence concerning the reliability and expense” of Intrado’s
8 direct trunking proposal (*OhioCBT/Intrado Order*, at 15; *Ohio*
9 *Embarq/Intrado Order*, at 33.)

10

11 No Commission has accepted Intrado’s view that its proposals are
12 necessary to advance public safety. The West Virginia Arbitrator
13 observed that “there is absolutely no evidence in the record of this
14 proceeding to demonstrate that the current 911/E911 system
15 architecture and provision of 911/E911 service in West Virginia are in
16 any way deficient, flawed, substandard or even mediocre.” (*W.V. Arb.*
17 *Award*, at 13.) The Massachusetts DTC, likewise, stated:

18 Even if the Department was not bound by the express
19 provisions of the Act, the Department agrees with Verizon
20 that the record does not establish that requiring the POI(s)
21 on Verizon’s network harms public safety or is inconsistent
22 with industry standards....As Verizon points out, issues of
23 public safety in the design of the 911/E911 network in
24 Massachusetts are the responsibility of the State 911
25 Department.

1 (Mass. Order, at 35.)

2

3 Q. IS IT TRUE, AS MR. HICKS CLAIMS, THAT INTRADO IS JUST
4 ASKING FOR THE SAME KIND OF INTERCONNECTION
5 ARRANGEMENTS VERIZON USES WITH OTHER ILECS? (HICKS DT
6 AT 9-11.)

7 A. No. First, as Verizon's Direct Testimony explained, the arrangements
8 Verizon has with adjacent ILECs for the exchange of 911 traffic are *not*
9 section 251 interconnection agreements, which is what the parties are
10 arbitrating here (in the event the arbitration goes forward). Their terms,
11 therefore, cannot guide the Commission's resolution of the parties'
12 disputes about their rights and obligations under section 251. Second,
13 the arrangements Intrado is seeking are most certainly *not* like any other
14 arrangements Verizon has with any other Florida carrier. Verizon's
15 agreements with adjacent ILECs typically require meet-point
16 interconnection—that is, each party builds its network out to an agreed
17 point at which they mutually exchange traffic (usually their service area
18 boundary). None of these arrangements requires Verizon to build
19 numerous end office trunks to the other parties' network, to implement
20 any new call sorting mechanism, or to forego cost recovery for 911-
21 related functions. Verizon has, in fact, offered Intrado meet-point
22 arrangements for exchange of 911 traffic, but Intrado rejected the meet-
23 point approach. It continues to insist that Verizon build out all the way to
24 Intrado's network, rather than to a reasonable meet-point.

25

1 Q. MR. HICKS CLAIMS THAT FORCING VERIZON TO INTERCONNECT
2 ON ITS NETWORK, AT ITS SELECTIVE ROUTERS, IS FAIR
3 BECAUSE THAT IS WHAT VERIZON REQUIRES OF OTHER
4 CARRIERS. (HICKS DT AT 11.) WHAT IS WRONG WITH THIS
5 REASONING?

6 A. There are at least two problems with it. First, Verizon's "template 251(c)
7 interconnection agreement" does not (and, as a template, cannot)
8 "require" CLECs to interconnect at Verizon's selective routers, as Mr.
9 Hicks contends (Hicks DT at 11.) In negotiations over that template
10 agreement, CLECs nevertheless typically opt for this arrangement,
11 because it is efficient for them to have Verizon route their 911 calls, and
12 they may be interconnected at Verizon's selective router offices for
13 purposes in addition to interconnecting for 911 traffic.

14
15 The second big flaw in Mr. Hicks' logic is that it again ignores the law
16 requiring the POI to be within the ILEC's network. CLECs bring their
17 traffic to Verizon's network *because the Act and the FCC's rules require*
18 *it*. The Act prescribes no different interconnection rules for 911 traffic
19 than for other traffic and the Commission cannot create any such
20 different, more favorable rules for Intrado based on Intrado's misguided
21 policy arguments. As the West Virginia Arbitrator correctly observed:
22 "Section 251 makes no distinction between interconnection for POTS
23 [plain old telephone service] and interconnection for more specialized
24 services. The same requirements and rules apply to all types of
25 interconnection." (*W.V. Award* at 13.) Those rules and requirements do

1 not give interconnecting carriers the right to mandate POIs on their
2 networks—let alone any number of POIs they wish at any locations they
3 wish, as Intrado seeks.

4

5 Verizon is not denying Intrado interconnection arrangements Verizon
6 provides to other CLECs, other ILECs, or itself. As we have pointed out,
7 the section 251(c) “interconnection” arrangements Intrado seeks--POIs
8 on its own network, direct trunking from the ILEC’s end offices, and a
9 new form of call routing from end offices—are not reflected in any
10 interconnection agreement.

11

12 **Q. IS INTRADO’S PROPOSED 911 NETWORK MORE CONSISTENT**
13 **WITH INDUSTRY RECOMMENDATIONS THAN VERIZON’S 911**
14 **NETWORK?**

15 A. No. Mr. Hicks suggests that Intrado’s proposal is consistent with the
16 *diversity and redundancy principles espoused by the FCC’s Network*
17 *Reliability and Interoperability Council (“NRIC”) and the National*
18 *Emergency Number Association (“NENA”). (Hicks DT at 13-14.) There*
19 *is no question that diversity and redundancy are important in a 911*
20 *network, but to the extent Intrado is suggesting that its network*
21 *configuration is superior to Verizon’s in these respects, that suggestion*
22 *is unfounded, as well as irrelevant to determining Verizon’s*
23 *interconnection obligations. In fact, Mr. Hicks admits that “Verizon has*
24 *deployed its own 911/E-911 networks in Florida in a redundant and*
25 *geographically diverse manner.” (Hicks DT at 12.) Intrado can,*

1 likewise, achieve diversity and redundancy without forcing Verizon to
2 pay for Intrado's network.

3

4 In addition, if Mr. Hicks is suggesting that NRIC or NENA support
5 Intrado's specific proposals, that suggestion, to our knowledge, is also
6 wrong. Intrado's direct trunking/line attribute routing proposal is not an
7 industry-standard arrangement and it is not used by anyone. Support
8 for the general principles of diversity and redundancy does *not*
9 constitute support for Intrado's particular network architecture
10 arrangement. Indeed, no one has developed a reliable way to sort calls
11 at end offices, as Intrado's direct trunking proposal would require, so
12 there is no way of knowing whether Intrado's proposed arrangements
13 could at any point provide an acceptable level of accuracy. The integrity
14 of the 911 system and the quality of access to that system is of
15 paramount importance to Verizon. Verizon would never voluntarily
16 implement a feature, like an untested call-sorting mechanism that is
17 non-industry-standard, to replace Verizon's time-tested and accurate
18 system.

19

20 In any event, no matter how redundant and diverse Intrado's proposed
21 interconnection arrangement would be, it cannot be forced upon
22 Verizon, *because it is based on the erroneous view that Intrado may*
23 *designate POIs on its own network.*

24

25

1 **ISSUE 4** (A) SHOULD THE PARTIES IMPLEMENT INTER-SELECTIVE
2 ROUTER TRUNKING?

3 (B) IF SO WHAT TERMS AND CONDITIONS SHOULD
4 GOVERN PSAP-TO-PSAP CALL TRANSFERS USING INTER-
5 SELECTIVE ROUTER TRUNKING? (911 Att. § 1.4; Glossary
6 §§ 2.6, 2.63, 2.64, 2.67, 2.94, and 2.95)

7

8 **Q. DOES VERIZON OPPOSE THE USE OF INTER-SELECTIVE ROUTER**
9 **TRUNKING?**

10 A. No. Inter-selective router trunking is trunking between the parties'
11 respective selective routers. Such trunking allows transfer of calls
12 between PSAPs when, for example, calls are initially directed to the
13 wrong PSAP. Although it is not apparent from Intrado's testimony,
14 Verizon does *not* oppose the use of inter-selective-router trunking, and,
15 in fact, Verizon's position in this arbitration is that interconnection
16 between Verizon and Intrado for *all* 911 calls can and should be
17 accomplished by means of inter-selective-router trunks (rather than
18 direct trunking from Verizon's end offices to replace selective routing).
19 However, as we discussed in our Direct Testimony, the details of
20 Intrado's specific inter-selective-routing proposal are unacceptable for a
21 number of reasons that we listed there (at 32-34)—first and foremost,
22 because Intrado's proposal necessarily assumes that Intrado can force
23 Verizon to establish POIs on Intrado's network. (See Hicks DT at 18.)
24 And under that proposal, all of the inter-selective-router trunking
25 between Verizon's selective routers and Intrado's selective routers for

1 the transfer of 911 calls from Verizon-served PSAPs to Intrado-served
2 PSAPs would be on Verizon's side of the POI, so Verizon would have to
3 pay for all of this trunking (in addition to paying for direct trunks from
4 Verizon's end offices to Intrado's selective routers, as Intrado proposes
5 under Issue 12). That is the real reason why Intrado proposes to delete
6 Verizon's language regarding payment of Verizon's transport changes in
7 the inter-selective-routing provisions, although Mr. Hicks does not make
8 that clear in his testimony. (See Hicks DT at 20.)

9
10 In sum, Verizon opposes Intrado's position on Issue 4 for the same
11 reason it opposes Intrado's position on Issue 3—that is, it incorrectly
12 assumes that Intrado has the right to establish POIs on its own network.
13 Verizon's proposed language, like Intrado's, enables the transfer of calls
14 from Verizon-served PSAPs to Intrado-served PSAPs, but, unlike
15 Intrado's, Verizon's language correctly reflects that the POI will be on
16 Verizon's network, and therefore, each party will be responsible for
17 transporting calls between its selective router and that POI. Once the
18 Commission decides, in the context of issue 3, that Intrado is not entitled
19 to designate POIs on its own network, all of Intrado's language
20 assuming POIs on its own network must be rejected, as well—as the
21 West Virginia Commission and the Massachusetts DTC correctly
22 recognized.

23

24 **Q. MR. HICKS SUGGESTS THAT VERIZON IS NOT WILLING TO**
25 **EXCHANGE DIAL PLAN INFORMATION WITH INTRADO AS IT**

1 **DOES WITH OTHER PROVIDERS OF 911/E911 SERVICES. (HICKS**
2 **DT AT 19.) IS THAT RIGHT?**

3 A. No. Verizon agrees that current dial plans are necessary to ensure
4 proper transfers of calls between companies' selective routers, and
5 Verizon is willing to provide this information to Intrado just as it does to
6 other providers. However, this is an activity better left to industry
7 practice than explicit contractual requirements as proposed by Intrado,
8 and that is what Verizon has objected to and why the Commission
9 should reject Intrado's language with respect to dial plans.

10

11 **ISSUE 6 SHOULD REQUIREMENTS BE INCLUDED IN THE ICA ON A**
12 **RECIPROCAL BASIS FOR FORECASTING? (911 Att. § 1.6)**

13

14 **Q. MR. HICKS ARGUES THAT TRUNK FORECASTING OBLIGATIONS**
15 **SHOULD APPLY EQUALLY TO BOTH PARTIES BECAUSE THEY**
16 **"WILL BE USED TO SUPPORT THE MUTUAL EXCHANGE OF**
17 **TRAFFIC BETWEEN THE PARTIES." (HICKS DT AT 21.) WHAT'S**
18 **WRONG WITH THIS ARGUMENT?**

19 A. It is misleading because there won't be any "mutual exchange of traffic,"
20 because Intrado does not plan to provide service to end users to make
21 emergency (or other) calls.

22

23 And, contrary to Mr. Hicks' contention (at 21-22), Verizon will *not* be in
24 the best position to forecast the number of trunks necessary for traffic
25 from Verizon to Intrado. These trunking needs will depend on Intrado's

1 success in the market, which Verizon cannot predict, and Intrado will be
2 able to track the volume of traffic passing through its network to the
3 PSAP. Indeed, Intrado's PSAP customers will have the best knowledge
4 of call volumes from Verizon's serving area to those PSAPs. As the
5 West Virginia Commission concluded in rejecting Intrado's reciprocal
6 forecasting proposal, Intrado-served PSAPs, which have a business
7 relationship with Intrado, will be better positioned than Verizon to assess
8 call volumes to them (*W.V. Order*, at 3-4), so there is no reason to place
9 this burden on Verizon. The Massachusetts DTC agreed:

10 The Department agrees with Verizon that PSAPs (or the
11 State 911 Department) will be better able to provide
12 Intrado with misdirected call information. To the extent
13 that Intrado will need certain other traffic and usage data,
14 the Department finds that Intrado's need is sufficiently met
15 through the agreed-upon language of *911 Attachment §*
16 *1.5.5* and information that it may obtain from the State 911
17 Department. Therefore, the Department finds that
18 Verizon's proposed language in *911 Attachment § 1.6.2* is
19 reasonable, and the parties shall adopt it in the
20 interconnection agreement.

21 (*Mass. Order*, at 49 (citations omitted).)

22

23 **Q. IS IT CORRECT THAT "ONCE THE NETWORK IS IN PLACE FOR**
24 **ANY PARTICULAR INTRADO COMM CUSTOMER, ONLY VERIZON**
25 **KNOWS, BASED ON ITS END USER USAGE DATA, ITS END**

1 **USERS' DEMAND FOR REACHING THAT INTRADO COMM**
2 **CUSTOMER," AS MR. HICKS CONTENDS? (HICKS DT AT 21.)**

3 A. No. Once Intrado has established facilities to transport Verizon end
4 user 911 calls to an Intrado-served PSAP, Intrado will be able to track
5 the volume of traffic passing through its network to the PSAP. In
6 addition, the PSAP served by Intrado, which is Intrado's customer, will
7 be able to give Intrado data on the volume of traffic being delivered by
8 Intrado to the PSAP.

9

10 **Q. IS MR. HICKS CORRECT THAT THE AGREED-UPON**
11 **FORECASTING PROVISIONS AREN'T ENOUGH TO ADDRESS**
12 **INTRADO'S LEGITIMATE FORECASTING CONCERNS? (HICKS DT**
13 **AT 22-23.)**

14 A. No. As Mr. Hicks acknowledges, the parties have already agreed upon
15 two provisions "that are associated with forecasting." (Hicks DT at 22.)
16 Section 16 of the General Terms and conditions addresses forecasts for
17 "Services" either party purchases from the other; and Section 1.5.5 of
18 the 911 Attachment requires the parties to "meet to (a) review traffic and
19 usage data on trunk groups; and (b) determine whether the Parties
20 should establish new trunk groups, augment existing trunk groups, or
21 disconnect existing trunks." On its face, this agreed-upon language—
22 which specifically addresses trunk group changes based on traffic
23 volumes—disproves Mr. Hicks' purported concern that there is nothing
24 in the contract that is specific enough to address trunking requirements
25 based on traffic volumes.

1 The agreed-upon language requires the parties to cooperate to assure
2 that Intrado receives the type and quantity of information it needs to
3 assure adequate trunking between the parties' networks—in fact,
4 substantially more information than Intrado would receive in a bare
5 forecast. Verizon agrees with Mr. Hicks that “[f]orecasts will allow the
6 Parties to work together to ensure that the growth of both Parties’
7 networks is well managed and planned,” (Hicks DT at 24), but the
8 agreement already requires them to do so.

9

10 **ISSUE 9 WHAT TERMS AND CONDITIONS SHOULD GOVERN HOW**
11 **THE PARTIES WILL INITIATE INTERCONNECTION? (911**
12 **Att. § 1.5)**

13

14 **Q. IS THE NATURE OF THE PARTIES’ DISPUTE ON THIS ISSUE**
15 **APPARENT FROM MR. HICKS’ TESTIMONY?**

16 A. No. Verizon does not dispute that the parties “should exchange
17 information prior to initiating interconnection in a specific geographic
18 area” (Hicks DT at 25), but that is not what this Issue is about. As is the
19 case with so many issues in this arbitration, Intrado’s language
20 associated with Issue 9 incorrectly assumes that Verizon can be forced
21 to interconnect with Intrado at POIs on Intrado’s network, and that is the
22 fundamental reason Verizon opposes it. Mr. Hicks argues that this issue
23 is not “solely dependent on the location of the POI” (Hicks DT at 25), but
24 he does not deny that Intrado’s language assumes that Intrado will place
25 POIs on its own network.

1 Specifically, Intrado's proposal to modify § 1.5 to address "additional
2 interconnection arrangements" is inappropriate because it is linked to
3 Intrado's proposal for interconnection at points on Intrado's network
4 (Issue 3) and Intrado's proposal for Verizon to build direct trunks from
5 Verizon end offices to Intrado's network (discussed under Issue 12).
6 Intrado's language assumes a need, each time Intrado signs up a new
7 PSAP customer, for Verizon to establish new direct trunks from
8 Verizon's end offices to a POI on Intrado's network. However, if Intrado
9 interconnects with Verizon on Verizon's network (as it must) and Verizon
10 routes its end users' 911 calls to Intrado through Verizon's 911 selective
11 routers (as Verizon proposes under Issue 12), then, while Intrado will
12 have the right to interconnect at as many technically feasible points on
13 Verizon's network as Intrado wishes (either when interconnection is
14 initially established in a LATA or at a later time), as a practical matter
15 Intrado will only need to interconnect to Verizon's network in LATA 952,
16 which encompasses all of Verizon's service territory. This
17 interconnection would probably be established by Intrado when it initially
18 interconnects with Verizon. Thereafter, changes to this interconnection
19 arrangement would be managed under 911 Attachment § 1.5.5. If
20 *Intrado for some reason needs additional interconnection arrangements*
21 *within LATA 952, it can order them from Verizon pursuant to Verizon's*
22 *generally established business practices for CLEC interconnection.*
23 Therefore, Intrado's specific language on this point is unnecessary in the
24 interconnection agreement.
25

1 For all of these reasons, the Commission should adopt Verizon's
2 proposed language in §§ 1.5.1, 1.5.2, 1.5.3 and 1.5.4 of the 911
3 Attachment, which correctly describes how Intrado can initiate
4 interconnection at technically feasible POIs on Verizon's network.
5 Indeed, once the Commission decides Issues 3, with respect to POI
6 placement, in Verizon's favor, Intrado's proposed language related to
7 Issue 9 must necessarily be rejected, as the Massachusetts DTC and
8 the West Virginia Commission concluded. (*Mass. Order*, at 37; *W.V.*
9 *Award*, at 19) ("It has been determined that Intrado must interconnect
10 with Verizon at a point or points on Verizon's network. Therefore,
11 Intrado's proposed language for 911 Attachment, Section 1.5, must be
12 rejected.".)

13

14 **ISSUE 12 HOW THE PARTIES WILL ROUTE 911/E-911 CALLS TO EACH**
15 **OTHER.**

16

17 **Q. IS THIS ISSUE RELATED TO ISSUE 3, WITH RESPECT TO**
18 **PLACEMENT OF THE POI?**

19 A. Yes. Intrado wants to designate POIs on its own network (Issue 3) and
20 it wants to dictate how Verizon gets its traffic to those POIs with its
21 proposals for Issue 12. Rejection of Intrado's position on Issue 3
22 necessitates rejection of Intrado's position on Issue 12, as the
23 Massachusetts Department and the West Virginia Commission
24 recognized.

25

1 Q. DOES INTRADO'S TESTIMONY CLEARLY DESCRIBE ITS
2 PROPOSAL FOR ISSUE 12?

3 A. No. In his Direct Testimony, Mr. Hicks states that, for Issue 12, "[t]here
4 are two main components to Intrado Comm's language"—(1) "trunking
5 arrangements" and (2) "the techniques to be used to efficiently and
6 effectively route 911/E-11 Calls between the Parties' networks." (Hicks
7 DT at 26.) But in 19 pages of testimony on Issue 12 from both Mr. Hicks
8 and Mr. Sorensen, they never describe just what Intrado's proposal for
9 Issue 12 would require of Verizon. Mr. Hicks states that Intrado only
10 proposes to require Verizon "to implement certain minimum
11 arrangements" for routing 911 traffic to Intrado-served PSAPs. (Hicks
12 DT at 26.)

13

14 As discussed in our Direct Testimony, these "minimum arrangements"
15 would require Verizon to buy or build at least two additional direct trunks
16 from affected Verizon end offices (Verizon has 91 end offices in Florida)
17 where Intrado is designated as the 911/E911 service provider for an
18 area containing Verizon end users to an unspecified number of POIs
19 that could be anywhere on Intrado's network. This direct trunking
20 approach would require Verizon to develop and implement some kind of
21 unknown, new mechanism to get 911 calls to Intrado-served PSAPs,
22 because Verizon's end offices do not have call-sorting capability. That
23 capability resides only in Verizon's selective routers, and Intrado's plan
24 would force Verizon to bypass those selective routers. Intrado would
25 require Verizon (and other carriers) to bear all the costs of its

1 extraordinarily expensive and unprecedented proposal, which would
2 require Verizon to essentially build—and pay for—a new 911 network
3 just for Intrado.

4

5 There is no basis in law, policy, or equity to support the notion that
6 Intrado may tell Verizon how to configure Verizon's own network and
7 that Verizon must bear the costs of whatever configuration eventually
8 Intrado decides upon. Again, Intrado has not told Verizon the number of
9 POIs it will use or where they will be, so Intrado's proposal for Verizon to
10 haul 911 traffic to those POIs gives it *carte blanche* to impose unknown
11 and unlimited transport costs upon Verizon (in addition to the costs of
12 deploying a call-sorting mechanism to replace selective routing).

13

14 Indeed, the Commission emphasized this inequity in dismissing
15 Intrado's arbitrations with Embarq and AT&T. It explained that Intrado's
16 proposal would put the ILEC "in a situation where it would be both the
17 ILEC providing interconnection and a carrier seeking access. This
18 situation could present a serious disadvantage to [the ILEC], who would
19 pay for Intrado Comm establishing its 911/E911 service. We are
20 concerned that the costs for interconnection would be borne by [the
21 ILEC]." (*Embarq/Intrado Order*, at 6; *AT&T/Intrado Order*, at 7.)

22

23 **Q. HAVE ANY OTHER COMMISSIONS ADOPTED INTRADO'S DIRECT**
24 **TRUNKING PROPOSAL?**

25 **A. No. As we discussed in our Direct Testimony, the West Virginia**

1 Commission and the Massachusetts DTC ruled that Intrado's proposal
2 for Verizon to direct trunk to Intrado's POIs on its network had to fall
3 along with Intrado's POI placement proposal: "Intrado's proposals for
4 direct trunking, line attribute routing and the elimination of the use of
5 Verizon's selective routers are all rejected, since, with the establishment
6 of the point of interconnection on Verizon's network, those requests by
7 Intrado intrude upon Verizon's right to engineer its own system in the
8 manner that it deems best." (*W.V. Award*, at 20; *W.V. Order*, at 3 ("the
9 arbitrator properly determined that Verizon may organize its call delivery
10 to the POI as it sees fit and properly rejected the Intrado demand for
11 dedicated trunk lines from every end office to the Intrado network.").)
12 The Massachusetts DTC, likewise, rejected Intrado's direct trunking
13 arrangements along with the rest of its network architecture because the
14 whole thing is based on Intrado's erroneous notion that Intrado must
15 interconnect with Verizon on Intrado's network. (*See Mass. Order*, at 37
16 ("the Department rejects Intrado's network architecture proposals").)
17 And the North Carolina Commission refused to force AT&T to implement
18 Intrado's new call routing configuration, after observing that "Intrado is
19 not willing to bear any of the financial burden" associated with its
20 proposal. (*North Carolina RAO*, at 34-35.)

21
22 Even though the Ohio Commission erroneously ordered Verizon and
23 other ILECs to take their 911 traffic to a point on Intrado's network
24 (albeit in the ILEC's service territory), it ruled that there was no law to
25 support Intrado's attempt to dictate how the ILECs get it to that point.

1 (*Ohio Embarq/Intrado Order* at 33; *Ohio CBT/Intrado Order* at 14-15;
2 *Ohio Verizon/Intrado Order* at 19-20.) In rejecting Intrado's direct
3 trunking proposal, the Commission confirmed that nothing would justify
4 one carrier dictating to another how it transports traffic *within its own*
5 *network* ("Verizon will be allowed to engineer its network on its side of
6 the POI, including the use of its selective router(s)"). (*Ohio*
7 *Verizon/Intrado Order*, at 19-20.)

8
9 Verizon, not Intrado, has the right to decide how to configure its own
10 network, so the Commission must reject Intrado's direct trunking
11 proposal, which would transfer that right to Intrado. In addition, we
12 understand that the FCC has ruled that a requesting carrier must pay
13 the ILEC for any expensive form of interconnection it requests.²³ So
14 even if section 251(c) did require Verizon to implement Intrado's network
15 architecture proposal (and it does not), Intrado would have to pay the
16 substantial costs that Verizon would incur to implement these proposals.

17
18 **Q. MR. SORENSEN SUGGESTS THAT THE ILLINOIS COMMISSION**
19 **STAFF SUPPORTS INTRADO'S DIRECT TRUNKING PROPOSAL. IS**
20 **THAT RIGHT?**

21 **A.** No. Mr. Sorensen's testimony is misleading. He states that "Staff of the
22 Illinois Commerce Commission recommended that Verizon be required
23 to directly trunk 911 traffic from its end offices to the point of

²³ *Implementation of the Local Competition Provisions in the Telecomm. Act of 1996*,
First Report and Order, 11 FCC Rcd 15499 (1996) ("*Local Competition Order*"), at ¶¶
199, 200, 209, 225, 552.

1 interconnection when Intrado Comm is the designated 911/E-11 service
2 provider.” (Sorensen DT at 22.) Mr. Sorensen, however, leaves out the
3 critical detail that Illinois Staff correctly and unambiguously concluded
4 that (if the arbitration proceeds), the point of interconnection must be *at*
5 *Verizon’s selective routers on Verizon’s network.*²⁴ So the Staff did not
6 in any way recommend adoption of Intrado’s proposal for Verizon to
7 direct trunk to POIs Intrado designates on its own network. And to the
8 extent the Illinois Staff recommended any direct trunking from Verizon’s
9 end offices to POIs *on Verizon’s network*, that recommendation was not
10 clearly defined and its feasibility was not examined, because the
11 proceeding was stayed pending a Commission decision on the
12 Administrative Law Judge’s recommendation to dismiss Intrado’s
13 arbitration with AT&T. As noted, the Commission did, in fact, dismiss
14 AT&T’s arbitration because Intrado’s 911 services do not entitle it to
15 section 251(c) interconnection. Verizon expects the same decision in its
16 case, where Verizon has also filed a motion to dismiss.

17
18 **Q. DOES INTRADO ADMIT THAT VERIZON AND ITS CUSTOMERS**
19 **WOULD PAY FOR IMPLEMENTING INTRADO’S PROPOSED**
20 **NETWORK ARCHITECTURE?**

21 A. Yes. Mr. Sorensen acknowledges that Verizon “may incur some initial
22 costs” if the Commission adopts Intrado’s proposals (Sorensen DT at
23 17, 23), although he doesn’t acknowledge the enormous magnitude of

²⁴ Direct Testimony of Jeffrey H. Hoagg, Principal Policy Advisor, Ill. Comm. Comm’n, Docket No. 08-0550, at 10 (Dec. 19, 2008).

1 the costs of those proposals, which would not just be “initial,” but
2 ongoing. And Mr. Sorensen openly urges the Commission to deny
3 Verizon the right to recover its selective routing costs from *either* the
4 PSAP or Intrado *even if the Commission rejects Intrado’s direct trunking*
5 *proposal* and Verizon still provides selective routing to PSAPs served by
6 Intrado. (Sorensen DT at 24.) He argues that the cost of access to
7 911/E-911 calling “should be borne by the communications service
8 provider and recovered from the base rate charged to local exchange
9 service subscribers.” (Sorensen DT at 25.) In other words, Intrado
10 openly advocates denying Verizon payment for tariffed 911 functions
11 provided to Intrado-served PSAPs and expects Verizon’s end users to
12 pick up the costs of Intrado’s business plan in their retail rates. This
13 anticompetitive suggestion is obviously not in Verizon’s customers’
14 interests and not in the public interest.

15
16 Intrado’s objective is clear. To the extent that neither the PSAP nor
17 Intrado has to pay Verizon for the selective routing functions Verizon
18 *performs for an Intrado-served PSAP*, Intrado can provide relatively
19 more attractive pricing to PSAPs than its competitors, which would have
20 to recover selective routing costs from their own end users.

21
22 The Commission does not have the latitude to ignore the law and make
23 a policy choice that Verizon and other carriers should bear the costs of
24 implementing Intrado’s business plan, even if the Commission did
25 believe Intrado’s unsupported speculation that its as-yet-unbuilt network

1 will provide superior reliability. And even if the Commission had such
2 authority, it would not be in the public interest to do so. It is indisputable
3 that fair and efficient competition cannot develop if carriers are forced to
4 bear their competitors' costs.

5

6 **Q. DOES INTRADO HAVE ITS OWN TARIFF FOR THE SERVICES IT**
7 **PROVIDES?**

8 A. Yes. Intrado's price list, filed with the Commission, is analogous to a
9 tariff in that it sets forth the services Intrado will provide and the prices
10 for those services. This price list reflects Intrado's ability to recover its
11 costs from governmental agencies responsible for paying
12 telecommunications bills, just as Verizon recovers its costs for 911
13 services under its 911 tariffs. Given this ability, we do not understand
14 Mr. Sorensen's statement that Verizon has a "competitive advantage
15 over other competitive telephone exchange service providers," because
16 only incumbent wireline carriers "have tariffs that allow them to recover
17 costs associated with their end users' access to 911/E-911 services."
18 (Sorensen DT at 23.) Intrado can and should recover the costs of its
19 new network and the associated services from its PSAP customers,
20 which Intrado calls its end users. There is no reason for Verizon's end
21 users to subsidize Intrado.

22

23 Verizon's 911 tariffs, of course, would not give Verizon the ability to
24 recover any of the costs Intrado is trying to shift to Verizon. Under
25 Intrado's proposal, Verizon would have to bear all the costs of Intrado's

1 interconnection arrangements, plus it would have to forego recovery for
2 tariffed elements that it will still provide. How Intrado could describe this
3 situation as giving Verizon a competitive advantage is
4 incomprehensible.

5

6 **Q. IS VERIZON'S PROPOSAL TO USE A COMMON TRUNK GROUP**
7 **FOR ALL 911/E911 SERVICE TRAFFIC DESTINED FOR INTRADO'S**
8 **NETWORK "INCONSISTENT WITH NENA RECOMMENDATIONS,"**
9 **AS MR. HICKS ARGUES (HICKS DT AT 35)?**

10 A. No. Verizon's use of a common trunk group, instead of multiple,
11 *dedicated trunks as Intrado recommends*, is not "inconsistent with NENA
12 recommendations and industry practice," as Mr. Hicks charges (Hicks
13 DT at 35). Mr. Hicks never points to anything in the isolated excerpts of
14 the NENA documents he cites to back up his allegation, because there
15 isn't anything. In fact, a NENA technical reference document that
16 specifically addresses inter-networking and E911 tandem-to-tandem call
17 routing²⁵ states, at page 5):

18 During the processing of a 9-1-1 call, situations may arise
19 which indicate the need for an E9-1-1 Tandem to transfer
20 or route the call to another E9-1-1 Tandem. Some of
21 these situations are:

- 22 • Proper Selective Routing instructions are located at
23 another E9-1-1 Tandem.

²⁵ NENA Recommendation for the Implementation of Inter-Networking, E9-1-1 Tandem-to-Tandem (Feb. 1, 2000), attached as Ex. 13.

1 And on Page 6, the NENA Recommendation states:

2 The first type of call is where the selective routing of a call
3 should be handed-off to another E9-1-1 Tandem. In this
4 case, the first tandem has determined that it is not the
5 proper E9-1-1 Tandem to selectively route the call....

6
7 The second type of call is where the initial E9-1-1 Tandem
8 has determined that the call needs to be sent to a second
9 E9-1-1 Tandem, but the destination for the call has been
10 pre-determined. No selective routing will be necessary at
11 the second E9-1-1 Tandem.

12
13 Clearly, Verizon's existing practice of sending 911 traffic over a common
14 trunk group to PSAPs is consistent with NENA recommendations, and
15 is, in fact, the industry standard. Nothing in these recommendations
16 requires a shift to Intrado's new approach (let alone requiring Verizon to
17 pay for that new approach). In any event, as Verizon has pointed out
18 numerous times, this is not a proceeding to evaluate the best methods
19 of 911 provisioning for Florida or to determine how Intrado's unbuilt
20 network might or might not satisfy any industry standards. Those kinds
21 of decisions can be made only through the processes established in
22 Florida's 911 statutes, with the participation of all affected entities, as
23 the Commission has already determined.

24
25

1 Q. IS INTRADO ITSELF PROPOSING INTER-SELECTIVE-ROUTER
2 TRUNKS?

3 A. Yes. Intrado itself is also proposing inter-selective-router trunks in the
4 context of Issue 4, but limiting them to the purpose of transferring
5 misdirected calls, so Intrado cannot credibly criticize inter-selective-
6 router trunking in the context of Issue 12, on reliability or any other
7 grounds. Verizon's proposal is to also use these appropriately sized,
8 redundant and diversely built inter-selective-router trunks in locations
9 where there is a "split wire center," where one part of the wire center is
10 in a county served by an Intrado-served PSAP and another part of the
11 wire center is in a county served by a Verizon-served PSAP. Using
12 these inter-selective-router trunks would be much more efficient, cost
13 effective, and reliable than requiring Verizon to implement an entirely
14 new, enormously expensive call-sorting mechanism, and install direct
15 trunks from Verizon's end offices to POIs on Intrado's network
16 (wherever they may be located).

17

18 Q. WHAT DOES IT MEAN WHEN MR. HICKS SAYS THAT INTRADO IS
19 NOT REQUIRING VERIZON "TO USE A CERTAIN METHODOLOGY
20 TO ROUTE ITS 911/E-911 CALLS TO INTRADO COMM"? (HICKS
21 DT AT 30.)

22 A. What it means is that neither Intrado nor anyone else has come up with
23 a reliable call-sorting method to use as an alternative to the selective
24 routing that Intrado would prohibit Verizon from using. As we explained
25 in our Direct Testimony, there is some history here. When Intrado

1 began to litigate these arbitrations around the country, it proposed
2 something it called "line attribute routing" as part of its direct end office
3 trunking proposal. But line attribute routing has never been used
4 anywhere; it is just a concept dreamed up by Intrado to try to convince
5 Commissions that Intrado's direct trunking approach will work. Again,
6 Verizon's end offices cannot perform the call sorting necessary to send
7 911 calls to the appropriate PSAP; this capability instead resides in
8 Verizon's selective routers. Because Intrado's direct trunking proposal
9 would require Verizon to bypass its selective routers, Intrado had to
10 come up with another way to assure calls are sorted to the right PSAP,
11 and *Intrado came up with line attribute routing.*

12
13 However, as Verizon has explained, Intrado's line attribute routing
14 proposal was uniformly met with serious reliability and cost concerns by
15 911 entities and state Commissions. These concerns have apparently
16 prompted Intrado to abandon its line attribute routing proposal—thus
17 leaving the record devoid of *any* proposal for routing calls to Intrado-
18 served PSAPs. Obviously, this strategy cannot salvage Intrado's direct
19 trunking recommendation. There is no existing, reliable call-sorting
20 alternative to selective routing, and Intrado cannot claim otherwise. Mr.
21 Hicks shrugs off this concern by noting his "understand[ing] that CLECs
22 generally rely on NPA/NXX for routing 911 calls to the appropriate
23 selective router." (Hicks DT at 31.) But Intrado has never been able to
24 document this speculation or explain how any approach CLECs might
25 (or might not) be using would work for Verizon.

1 The bottom line is that, without any routing “technique” to go along with
2 the direct trunking approach Intrado proposes, Commissions cannot
3 adopt this approach with any assurance about its reliability and
4 feasibility. Indeed, Mr. Hicks testified that Intrado’s proposal for Issue
5 12 has “two main components”—the trunking arrangements and the 911
6 call routing “techniques.” (Hicks DT at 26.) But the second “main
7 component”, the call routing technique, is entirely missing. Intrado’s
8 position is simply that it is Verizon’s responsibility to come up with and
9 pay for some other call sorting methodology that might work--and
10 apparently, to bear the liability for dropped 911 calls when this mystery
11 call-sorting alternative doesn’t work as well as the reliable, industry-
12 standard selective routing system used today.

13
14 While Intrado may be willing to risk Verizon’s end users’ safety by
15 leaving open the question of how to assure 911 calls get to their
16 destination under Intrado’s direct trunking proposal, Verizon would never
17 willingly expose its customers to such risk--and neither, Verizon submits,
18 should this Commission be willing to do so. If Intrado wishes to shift the
19 industry toward its new direct trunking approach (which all carriers, not
20 just Verizon, would have to adopt under Intrado’s plan), then that is an
21 issue to be worked out by the industry, with appropriate input from all
22 relevant agencies and potentially affected parties. This critical issue is
23 not something to be left to an ILEC to figure out by itself as a result of a
24 bilateral arbitration decision. As the Commission has already
25 concluded, “any discussion regarding the provisioning of competitive

1 911/E911 service...requires that all potentially affected parties be
2 consulted and afforded an opportunity to weigh in on these vital
3 matters." (*Intrado/AT&T Order*, at 9; *Intrado/Embarq Order*, at 8.)

4

5 **Q. SO INTRADO'S DIRECT TRUNKING PROPOSAL IS NOT**
6 **NECESSARY TO ASSURE NETWORK RELIABILITY AND PROMOTE**
7 **PUBLIC SAFETY, AS MR. HICKS CLAIMS? (HICKS DT AT 32-33.)**

8 A. No, as we have explained, just the opposite is true. The arrangement
9 Intrado suggests is not necessary for any legitimate reason, including
10 reliability of the 911 network. Verizon's current, industry-standard
11 selective routing arrangement has been proven to have extraordinary
12 reliability. Given the critical need to assure reliable 911
13 communications, the Commission cannot accept Intrado's speculation
14 that its direct trunking/mystery call routing approach will have a higher
15 degree of reliability than Verizon's selective routing.

16

17 Moreover, for Intrado's proposal to work, all carriers have to buy into
18 Intrado's new network configuration plan. As we have explained,
19 Intrado's proposal would prohibit Verizon from aggregating calls at its
20 selective routers. These include not just calls from Verizon's end users,
21 but the end users of other carriers (including CLECs and wireless
22 carriers) that currently send their 911 traffic to Verizon's selective
23 routers for sorting to the right PSAP. If Intrado fails to secure direct
24 trunking agreements from these carriers, their end users' emergency
25 calls will not be transmitted to Intrado-served PSAPs. Intrado cannot

1 provide any assurance that it will be able to obtain all the necessary
2 agreements from every carrier that might send emergency calls to
3 Verizon today through its selective router. The risk of dropped
4 emergency calls alone justifies rejection of Intrado's direct trunking/line
5 attribute routing proposal.

6

7 **Q. MR. HICKS ARGUES THAT VERIZON'S SELECTIVE ROUTING IS AN**
8 **UNNECESSARY STEP IN THE CALL PATH TO THE PSAPS. (HICKS**
9 **DT AT 32.) IS THAT TRUE?**

10 A. No. Selective routing is absolutely necessary for calls to be directed to
11 the appropriate PSAP. It would only be potentially unnecessary if the
12 Commission adopted Intrado's proposal for some unknown new method
13 of call routing and if all other carriers established direct trunks to route
14 emergency calls to Intrado.

15

16 **Q. DOES THE COMMISSION NEED TO DETERMINE WHETHER**
17 **INTRADO'S END OFFICE DEDICATED TRUNKING PROPOSAL IS**
18 **TECHNICALLY FEASIBLE?**

19 A. No. Mr. Hicks suggests, without providing any citations, that the FCC
20 requires ILECs to implement any technically feasible interconnection or
21 access request. (Hicks DT at 35.) Verizon will explain in its legal brief
22 (if this arbitration goes forward) why this statement is wrong, but we
23 understand that the Act makes technical feasibility a consideration only
24 in the context of a CLEC's designation of a POI within the ILEC's
25 network. (47 U.S.C. § 251(c)(2)(B).) Intrado's direct trunking/line

1 attribute routing proposal, of course, erroneously assumes POIs on
2 Intrado's network. In addition, as we've pointed out, Intrado's proposal
3 has nothing to do with section 251 interconnection or access to
4 Verizon's network. It is simply a demand for Verizon to change the way
5 it sorts calls in its facilities on its own network, so that Intrado and its
6 customers can bypass Verizon's selective routers.

7

8 **Q. MR. HICKS CONTENDS THAT INTRADO'S DIRECT TRUNKING**
9 **PROPOSAL WILL BENEFIT VERIZON. (HICKS DT AT 33.) IS THAT**
10 **TRUE?**

11 A. No. Mr. Hicks argues that Intrado's direct trunking/line attribute routing
12 proposal will allow Verizon to more quickly isolate trouble, such as ANI
13 failure conditions, to a particular end office. In addition, he contends
14 that direct end office trunking to Intrado's routers would alleviate
15 potential problems with "saturation" of trunks that might occur over the
16 combined trunk groups and may reduce address validation errors.
17 (Hicks DT at 34.) Mr. Hicks concludes that "any investment required to
18 deploy dedicated trunking may be offset by the savings Verizon realizes
19 from reduced switch maintenance and repair costs and from not having
20 to correct downstream service address errors detected by Intrado
21 Comm's ALI database management process." (Hicks DT at 34.)

22

23 Mr. Hicks is wrong. First, Verizon, not Intrado, has the right to decide
24 how best to configure its own network, and it is certainly *not* the
25 approach Intrado is proposing in this case. Second, direct end office

1 trunking to Intrado's selective routers would exacerbate, not alleviate,
2 potential problems with "saturation" of trunks. A fundamental traffic
3 capacity principle is that there is greater traffic capacity and less chance
4 of blockage when traffic is aggregated to one group of facilities
5 (Verizon's approach) and a greater chance of 911 call blockage if
6 Verizon is forced to separate its end user traffic to multiple trunk groups
7 (as Intrado proposes). Third, aside from the fact that the potential
8 benefits Intrado raises are purely speculative, they are unnecessary
9 solutions to *non-existent* problems. There are no problems that need
10 addressing today in Verizon's 911 network in terms of ALI failures,
11 lengthy repair times, or address validation errors—certainly nothing that
12 would justify the major network reconfiguration that Intrado would
13 require. There is absolutely no way any minimal benefits to be gained
14 from Intrado's proposal, even if there were any, could outweigh the
15 million or more dollars Verizon would have to spend to establish and
16 maintain the direct trunking/mystery call routing system Intrado
17 proposes—and no way Intrado can overcome the lack of any legal
18 support for the Commission to order Verizon to implement Intrado's
19 network architecture proposal.

20

21 **ISSUE 13 SHOULD THE ICA INCLUDE A DESCRIPTION OF VERIZON'S**
22 **911 FACILITIES? IF SO, WHAT IS THE APPROPRIATE**
23 **DESCRIPTION? (911 Att. § 1.1.1)**

24

25 **Q. IS THERE STILL A DISPUTE WITH RESPECT TO ISSUE 13?**

1 A. Verizon proposed alternative compromise language in its direct
2 testimony (at 51) that accurately describes Verizon's 911 facilities and
3 that should resolve the dispute. The Commission should adopt
4 Verizon's description of its 911 facilities, not the one proposed by
5 Intrado. Verizon's compromise language accurately describes the key
6 function performed by Verizon's 911 tandem/selective routers in
7 Verizon's network—that is, routing calls from the Verizon end offices
8 from which 911 calls originate to PSAPs. Verizon's compromise
9 language is also consistent with Verizon's proposed definition of "911
10 Tandem/Selective Router" in Glossary § 2.64 and properly reflects those
11 instances in which Verizon has been selected to manage the ALL
12 database.

13

14 **Q. IN THE CONTEXT OF INTRADO'S PROPOSAL TO ELIMINATE**
15 **VERIZON'S DESCRIPTION OF ITS FACILITIES IN SECTION 1.1.1,**
16 **MR. HICKS CONTENDS THAT "IT IS PROBABLY MORE**
17 **APPROPRIATE TO DESCRIBE 911/E911 IN THE CONTEXT OF**
18 **FEATURES INSTEAD OF THE TOOLS THAT PROVIDE THOSE**
19 **FEATURES." (HICKS DT AT 38.) DOES VERIZON AGREE WITH**
20 **THIS ASSERTION?**

21 A. No. In the context of this case, it is more important to consider the
22 "tools" (the network facilities) used to provide the 911/E-911 service than
23 the features of this service since this case is about connecting the
24 networks of a 911 service provider and an ILEC. Again, Mr. Hicks is
25 trying to draw the focus away from legal network interconnection

1 requirements to policy issues that have nothing to do with those
2 requirements. As we have discussed, there is no legal requirement for
3 Verizon to establish direct trunks to POIs on Intrado's network, wherever
4 Intrado wishes to place them. Intrado's language reflects the unlawful
5 network configuration it has proposed, and is, therefore, unacceptable.

6

7 Verizon's proposed second sentence to section 1.1.1 of the 911
8 Attachment, on the other hand, accurately describes the network and
9 facilities used by Verizon to provide 911/E-911 service, including the fact
10 that Verizon's network does and will use its 911 tandem/selective
11 routers to route calls from Verizon end offices to the appropriate PSAP.

12

13 **Q. INTRADO CONTENDS THAT LANGUAGE DESCRIBING 911/E911**
14 **NETWORKS SHOULD BE "RECIPROCAL." (HICKS DT AT 38.)**
15 **SHOULD THE LANGUAGE DESCRIBING THE PARTIES'**
16 **RESPECTIVE NETWORKS BE EXACTLY THE SAME?**

17 **A.** No. It is appropriate for Verizon's proposed second sentence for
18 Section 1.1.1 of the 911 Attachment to differ to some degree from the
19 agreed-upon language of the third sentence describing Intrado's
20 facilities, in order to accurately describe Verizon's facilities. As noted,
21 Verizon currently uses and will continue to use its tandem/selective
22 routers to route 911/E-911 calls from Verizon end offices (which serve
23 Verizon end users). The description of Intrado's network does not
24 include the reference to the 911 tandem/selective router routing calls
25 from an end office to a PSAP because Intrado will not have end offices.

1 Moreover, Intrado's proposed language to describe Verizon's 911/E-911
2 network is itself not reciprocal with the language agreed upon by the
3 Parties to describe Intrado's network. The agreed-upon language
4 describing Intrado's 911/E-911 network is:

5 For areas where *Intrado Comm* is the 911/E-911 Service
6 Provider, *Intrado Comm* provides and maintains such
7 equipment and software at the *Intrado Comm* 911
8 Tandem/Selective Router(s) and, if *Intrado Comm*
9 manages the ALI Database, the ALI Database, as is
10 necessary for 911/E-911 Calls.

11

12 Intrado proposes the following language (in double-underlined, bold font)
13 to describe Verizon's 911/E-911 network, which differs from the agreed-
14 upon language describing *Intrado Comm's* 911/E-911 network, as
15 follows:

16 For areas where Verizon is the 911/E-911 Service
17 Provider, Verizon provides and maintains such equipment
18 and software at the [to be reciprocal Intrado should have
19 inserted "Verizon," but did not. This language refers to
20 Verizon's 911 Tandem/Selective Router] 911
21 Tandem/Selective Router(s) or selective router(s) and, if
22 Verizon manages the ALI Database, this includes the ALI
23 Database, as is necessary for 911/E-911 Calls.

24

25 If, as Mr. Hick's proposes, the language is to be reciprocal, the sentence

1 describing Verizon's 911/E-911 facilities should read:

2 For areas where Verizon is the 911/E-911 Service
3 Provider, Verizon provides and maintains such equipment
4 and software at the Verizon 911 Tandem/Selective
5 Router(s) and, if Verizon manages the ALI Database, the
6 ALI Database, as is necessary for 911/E-911 Calls.

7

8 If the Commission were to accept the proposition that the language of
9 the second and third sentences of Section 1.1.1 should be reciprocal
10 (and it should not), then the Commission should use the foregoing
11 language for the second sentence to describe Verizon's network, not the
12 language proposed by Intrado.

13

14 **ISSUE 14 SHOULD THE ICA INCLUDE A PROVISION FOR**
15 **MAINTAINING ALI STEERING TABLES? IF SO, WHAT**
16 **PROVISIONS SHOULD BE INCLUDED? (911 Att. Intrado**
17 **proposed § 1.2.1)**

18

19 **Q. INTRADO PROPOSES INTERCONNECTION AGREEMENT**
20 **LANGUAGE REQUIRING THE PARTIES TO WORK**
21 **COOPERATIVELY TO MAINTAIN ALI STEERING TABLES (HICKS**
22 **DT AT 41; SORENSEN DT AT 26-28). WHY ISN'T INTRADO'S**
23 **PROPOSAL ACCEPTABLE?**

24 **A.** Because the FCC has determined that automatic location information
25 ("ALI") function (the provision of caller location information to a PSAP) is

1 an information service, not a telecommunications service. Therefore,
2 this function falls outside the scope of interconnection agreements under
3 the Act, as Verizon will explain in its legal briefs.

4

5 **Q. INTRADO ARGUES THAT THE COMMERCIAL AGREEMENT**
6 **BETWEEN VERIZON AND INTRADO'S AFFILIATE IS NOT**
7 **ADEQUATE BECAUSE ITS TERMS ARE NOT AVAILABLE TO**
8 **INTRADO AND DO NOT GOVERN THE EXCHANGE OF 911/E-911**
9 **PURSUANT TO SECTION 251(C) OF THE ACT. (SORENSEN DT AT**
10 **28.) DOES THIS SUPPORT ADOPTION OF INTRADO'S PROPOSED**
11 **ALI STEERING LANGUAGE?**

12 **A.** No. First, Intrado Comm has not demonstrated that the provisions of the
13 agreement are not available to it. Assuming for the sake of argument
14 that is the case, Intrado has not approached Verizon about modifying
15 the commercial ALI agreement so that its terms would apply to Intrado,
16 or to negotiate a separate agreement (which Verizon is willing to do).
17 As we stated in our Direct Testimony, if Intrado believes that the existing
18 commercial agreement needs to be modified, that issue is properly
19 addressed outside the context of the section 251/252 interconnection
20 agreement that Intrado is seeking here (and is not entitled to, in any
21 event). Second, Intrado's claim that the agreement does not govern the
22 exchange of traffic pursuant to section 251(c) of the Act is unavailing
23 since Intrado is not entitled to 251(c) interconnection for the services it
24 seeks to provide in Florida, anyway. And, as noted, Verizon has
25 commercial arrangements in place today with other carriers for ALI

1 arrangements. (Verizon DT at 53.) The existence of such agreements
2 demonstrably refutes Intrado's claim that its ALI language must be a
3 part of a 251(c) agreement. Intrado does not claim (because it cannot)
4 that it cannot conduct its business in Florida absent a section 251(c)
5 agreement that includes its proposed language. The Commission
6 should reject Intrado's proposed ALI language, just as the
7 Massachusetts DTC did. (*Mass Order*, at 58-59.)

8

9 **Q. MR. SORENSEN STATES THAT "IN ITS INTERCONNECTION**
10 **AGREEMENT WITH INDIGITAL, VERIZON ACCEPTED ALI**
11 **STEERING LANGUAGE THAT WOULD PERMIT THE PASSING OF**
12 **WIRELESS ALI (SEE EXHIBIT ES-10)." (SORENSEN DT AT 28). IS**
13 **THIS ACCURATE?**

14 **A.** No. Sorensen Exhibit ES-10 is a copy of a settlement agreement
15 between Verizon and INdigital which resulted in the dismissal of a
16 complaint INdigital had filed in Indiana. Neither INdigital nor Verizon
17 considered the settlement agreement to be an interconnection
18 agreement under the Act. In fact, as we pointed out earlier, INdigital
19 never invoked the section 251/252 interconnection provisions of the Act,
20 and its complaint was brought under state law in INdigital's capacity as
21 an interexchange carrier. In settling the complaint, Verizon and INdigital
22 acknowledged the settlement is a "compromise and *shall never be*
23 *construed* as an admission by either of them of *any liability, obligation or*
24 *wrongdoing.*" (Ex. ES-10 at 5 (emphasis added).) The settlement
25 agreement was only erroneously deemed a section 252 agreement by

1 the Indiana Commission after it was negotiated. Intrado's suggestion
2 that that agreement, which deals solely with wireless issues that are not
3 before the Commission here, is some indication of Verizon's obligations
4 toward Intrado under a section 251(c) interconnection agreement is
5 wrong. Indeed, Verizon and INdigital have a separate section 252
6 interconnection agreement for Indiana that has been in effect since
7 2002, which allows INdigital to interconnect at any technically feasible
8 point within Verizon's network, including at Verizon's selective routers.
9 Thus, the Verizon/INdigital settlement agreement is distinct from the
10 Verizon/INdigital section 252 interconnection agreement.

11

12 **Q. INTRADO CONTENDS THAT VERIZON HAS PERFORMED ALL**
13 **STEERING TABLE SYNCHRONIZATION WITH AT&T IN CALIFORNIA.**
14 **(HICKS DT AT 41.) IS THIS RELEVANT TO THE ISSUE BEFORE**
15 **THE FLORIDA COMMISSION?**

16 A. No. Whether or not Verizon has performed "ALI steering table
17 synchronization" (whatever Mr. Hicks means by that) in California or
18 elsewhere with other entities does not support Intrado's position that ALL
19 arrangements are appropriate for a section 251(c) interconnection
20 agreement. In any event, Intrado produced nothing in response to
21 Staff's discovery asking Intrado to substantiate Mr. Hicks' claim about
22 AT&T and Intrado in California. (See Intrado's Responses to Staff's
23 First Set of Production of Documents, request no. 2.)

24

25

1 **ISSUE 15** SHOULD CERTAIN DEFINITIONS RELATED TO THE
2 PARTIES' PROVISION OF 911/E911 SERVICE SHOULD BE
3 INCLUDED IN THE ICA AND WHAT DEFINITIONS SHOULD
4 BE USED? (Glossary §§ 2.6 ("ANI"), 2.63 ("911/E-911 Service
5 Provider"), 2.64 ("911 Tandem/Selective Router"), 2.67
6 ("POI"), 2.94 ("Verizon 911 Tandem/Selective Router"), and
7 2.95 ("Verizon 911 Tandem/Selective Router Interconnection
8 Wire Center").

9

10 **Q. DO YOU WISH TO RESPOND TO MR. HICKS' DISCUSSION OF**
11 **CONTRACT DEFINITIONS AT PAGES 42-46 OF HIS TESTIMONY?**

12 **A.** Verizon's position with respect to definitions was adequately explained
13 in our Direct Testimony, and Mr. Hicks has not, for the most part, raised
14 anything Verizon has not already addressed. Intrado's proposed
15 definition of "911 Tandem/Selective Router," however, warrants further
16 discussion.

17

18 **Q. INTRADO PROPOSES A SINGLE GENERIC DEFINITION OF "911**
19 **TANDEM/SELECTIVE ROUTER." (HICKS DT AT 43-44.) WHY IS**
20 **INTRADO'S DEFINITION UNACCEPTABLE? (GLOSSARY § 2.6.4.)**

21 **A.** Intrado's proposed definition of "911 Tandem/Selective Router" does not
22 fully reflect the location and operation of this facility in Verizon's existing
23 retail network. Intrado proposes the following definition of "911
24 Tandem/Selective Router:"

25 Switching or routing equipment that is used for routing and

1 terminating originating end user 911/E-911 Calls to a
2 PSAP and/or transfer of 911/E911 Calls between PSAPs.

3

4 Verizon agrees that a 911 Tandem/Selective Router is switching or
5 routing equipment that is used for routing end user 911/E-911 calls to a
6 PSAP. Verizon also agrees that in some instances such equipment may
7 be used to transfer 911/E-911 calls between PSAPs. However, a 911
8 Tandem/Selective Router is not always used for this call transfer
9 purpose—whether or not it will be is determined by the PSAPs.
10 Intrado’s joinder of the two possible uses of 911 Tandem/Selective
11 Router (that is, routing end user calls and transferring calls between
12 PSAPs) into a single sentence with the conjunction “and” inaccurately
13 suggests that a 911 Tandem/Selective Router *always* performs the call
14 transfer function. By using “and/or,” Intrado’s language could be
15 interpreted to mean that equipment could be deemed to be a 911
16 Tandem/Selective Router even if it performed only the PSAP-to-PSAP
17 call transfer function. In Verizon’s network, a 911 Tandem/Selective
18 Router would not perform only this function. It either performs only the
19 first function (routing end user calls to PSAPs), or both the first and
20 second functions, but not just the second alone. Therefore, Intrado’s
21 language must be rejected as inaccurate.

22

23 **Q. ARE THERE OTHER REASONS WHY INTRADO’S PROPOSED**
24 **DEFINITION OF “911 TANDEM/SELECTIVE ROUTER” IS**
25 **INAPPROPRIATE (GLOSSARY § 2.6.4)?**

1 A. Yes. Intrado's definition fails to properly describe the location and
2 function of a 911 Tandem/Selective Router in Verizon's network, which
3 is located at a point between Verizon end offices and the PSAPs and
4 which functions to route traffic from Verizon end offices to PSAPs. The
5 first part of Intrado's definition -- "Switching or routing equipment that is
6 used for routing and terminating originating end user 911/E-911 Calls to
7 a PSAP" -- could also include a Verizon end office switch, since a
8 Verizon end office switch routes end user 911/E-911 calls to a PSAP.
9 However, a Verizon end office switch is not a 911 Tandem/Selective
10 Router, so Intrado's definition is inaccurate.

11
12 Verizon correctly defines "911 Tandem/Selective Router" in a way that is
13 appropriate for this equipment in either Party's network as follows:
14 "Switching or routing equipment that is used for routing 911/E-911
15 Calls." This definition is broad enough to cover both 911/E-911 calls
16 routing to a PSAP and 911/E-911 call transfer between PSAPs.

17
18 Verizon's language also properly specifies the location (*i.e.*, between
19 Verizon end offices and the PSAPs) and function (*i.e.*, to receive 911
20 calls from Verizon end offices and route them to PSAPs) of a "911
21 Tandem/Selective Router" in Verizon's network as follows: In Verizon's
22 network, a 911 Tandem/Selective Router receives 911/E-911 Calls from
23 Verizon's End Offices and routes these 911/E-911 Calls to a PSAP.

24
25 Verizon's definition of "Verizon 911 Tandem/Selective Router" in

1 Glossary § 2.94, likewise, accurately describes the function of this
2 equipment: “A 911 Tandem/Selective Router in Verizon’s network which
3 receives 911/E-911 Calls from Verizon End Offices and routes these
4 911/E-911 Calls to a PSAP.”

5

6 And, then, given the location and operation of the 911 Tandem/Selective
7 Router in Verizon’s network, Verizon defines “Verizon 911
8 Tandem/Selective Router Interconnection Wire Center” in Glossary §
9 2.95 as: “A building or portion thereof which serves as the premises for
10 a Verizon 911 Tandem/Selective Router.”

11

12 Because these provisions more accurately describe the function and
13 location of the equipment at issue, the Commission should adopt them
14 instead of Intrado’s factually inaccurate definitions.

15

16 **ISSUE 34** (A) WHAT WILL VERIZON CHARGE INTRADO COMM FOR
17 911/E-911 RELATED SERVICES?

18 (B) WHAT WILL INTRADO COMM CHARGE VERIZON FOR
19 911/E-911 RELATED SERVICES?

20 (C) SHOULD INTRADO COMM’S PROPOSED INTERCON-
21 NECTION RATES BE ADOPTED?

22 (911 Att. §§ 1.3, 1.4 and 1.7; Pricing Att. §§ 1.3, 1.5 and
23 Appendix A.)

24

25 **ISSUE 35** (A) SHOULD ALL “APPLICABLE” TARIFF PROVISIONS BE

1 **INCORPORATED INTO THE ICA?**
2 **(B) SHOULD TARIFFED RATES APPLY WITHOUT A**
3 **REFERENCE TO THE SPECIFIC TARIFF?**
4 **(C) SHOULD TARIFFED RATES AUTOMATICALLY**
5 **SUPERSEDE THE RATES CONTAINED IN PRICING**
6 **ATTACHMENT, APPENDIX A WITHOUT A REFERENCE TO**
7 **THE SPECIFIC TARIFF?**
8 **(D) SHOULD VERIZON’S PROPOSED LANGUAGE IN**
9 **PRICING ATTACHMENT SECTION 1.5 WITH REGARD TO**
10 **“TBD” RATES BE INCLUDED IN THE ICA?**
11 **(GT&C § 1.1; 911 Att. § 1.3 (Verizon § 1.3.3, Intrado § 1.3.6),**
12 **1.4.2, 1.7.3; Pricing Att. §§ 1.3, 1.5 and Appendix A.)**

13
14 **Q. DOES INTRADO DISPUTE VERIZON’S PROPOSED RATES LISTED**
15 **IN APPENDIX A TO THE DRAFT AGREEMENT?**

16 A. No. Appendix A lists the Commission-sanctioned rates for elements that
17 CLECs may take from Verizon, including unbundled network elements,
18 and appropriate references to Verizon’s tariff rates for such services as
19 entrance facilities and transport for interconnection, and exchange
20 access services. Intrado does not dispute these rates.

21
22 **Q. THEN WHAT IS THE PARTIES’ DISPUTE WITH RESPECT TO**
23 **VERIZON’S CHARGES TO INTRADO?**

24 A. Verizon’s proposed 911 Attachment and the Pricing Attachment would
25 apply applicable tariffed rates to services that Intrado may take, but for

1 which prices are not stated in the agreement. In other words, tariffed
2 rates would apply to tariffed services.

3

4 **Q. WHY DOES INTRADO OBJECT TO VERIZON'S TARIFF**
5 **REFERENCES?**

6 A. There appear to be two reasons. First, Mr. Sorensen states: "Pricing
7 for interconnection and network elements is to be developed pursuant to
8 the pricing standards contained in Section 252(d) of the Act"—that is,
9 the FCC's Total Element Long-Run Incremental Cost ("TELRIC")
10 methodology. (Sorensen DT at 35.) Intrado appears to be suggesting
11 that everything Intrado may possibly order from Verizon must be priced
12 at TELRIC simply because Intrado is what Intrado calls a "co-carrier"
13 interconnecting with Verizon. (*Id.* at 30.) That is a plainly erroneous
14 idea that, as Verizon will explain in its briefs, has no legal basis. Intrado
15 is entitled to TELRIC pricing for the elements the FCC has identified for
16 such pricing, and these elements, as well as appropriate references to
17 Verizon's tariff rates, are already included in Appendix A to the Pricing
18 Attachment. Intrado cannot circumvent Verizon's tariffs and obtain
19 better pricing than any other carrier can for the same service simply by
20 claiming that Intrado needs it for interconnection.

21

22 **Q. WHAT IS INTRADO'S SECOND REASON FOR OPPOSING**
23 **VERIZON'S TARIFF REFERENCES?**

24 A. Mr. Sorensen argues that without pricing for every element that Intrado
25 may someday take from Verizon, "Intrado Comm cannot effectively

1 compete with Verizon because it will not know its operating costs” and
2 Intrado needs greater “certainty.” (*Id.* at 30-31.)

3

4 This argument is unconvincing. Verizon’s generic tariff references are a
5 standard part of Verizon’s Commission-approved interconnection
6 agreements with CLECs. Verizon’s approach is proven and workable
7 and has not had any of the nefarious effects Mr. Sorensen conjures.
8 Contrary to Intrado’s arguments, Verizon cannot immediately change its
9 tariffed prices on a whim. The rates for the wholesale services that
10 Intrado is likely to purchase from Verizon, such as entrance facilities
11 and transport from Verizon’s access tariffs and collocation from
12 Verizon’s collocation tariff, remain subject to Commission review. This
13 includes an assurance of TELRIC pricing for most collocation services
14 and facilities that Verizon is required to provide at TELRIC under the
15 Act, the FCC’s rules, or the Florida Commission’s Collocation Order.
16 Most rates in the access tariff with the exception of collocation rates are
17 based on total service long run incremental costing methodology. Tariff
18 revisions are effective on one day’s notice and can be challenged by an
19 interested party at any time.

20

21 Verizon offers a wide variety of tariffed services that Intrado might
22 someday purchase, including transport services and facilities
23 connecting Intrado’s network to Verizon’s network and collocation
24 arrangements for interconnection to Verizon’s network. Verizon cannot
25 predict which of these tariffed services, if any, Intrado might wish to take

1 in the future and Intrado probably cannot, either. It would be
2 unreasonable, infeasible, and unnecessary to expect the
3 interconnection agreement to list all of its tariffed rates for all of its
4 services. In fact, Intrado witness Sorensen admits that: "it is efficient
5 to refer to the Parties' tariffs for specific services rather than repeat
6 those terms and conditions in the interconnection agreement."
7 (Sorensen DT at 31.) Verizon's tariff references make clear that Intrado
8 may purchase tariffed services and that it will receive the same,
9 nondiscriminatory rates offered to all CLECs.

10

11 **Q. WOULD VERIZON AGREE TO LIST ITS AVAILABLE TARIFFS IN**
12 **THE AGREEMENT?**

13 A. Yes, if it will resolve the dispute, Verizon will list its existing tariffs in
14 Glossary Section 2.82, which defines the term "Tariff." However,
15 Verizon should not be required to list, each time the term "Tariff" is used
16 in the agreement, all of the specific tariffs (or worse, specific tariff
17 sections) that might or might not apply to the function discussed at that
18 point in the contract. For instance, if the agreement states that Intrado
19 must pay Verizon's tariffed rates for transport from Intrado's network to
20 Verizon's network, Verizon cannot be expected to list all of the many
21 tariff provisions under which Intrado might potentially purchase transport
22 services. Again, Verizon cannot determine in advance which services
23 Intrado might purchase or how Intrado might configure them; therefore,
24 Verizon cannot determine the particular tariff provisions that might apply
25 in these future situations.

1 Q. INTRADO CLAIMS THAT IT SHOULD BE ABLE TO CHARGE RATES
2 FOR PORTS ON ITS NETWORK BECAUSE IT ALLEGES THAT
3 VERIZON IMPOSES TRUNK PORT CHARGES ON CARRIERS THAT
4 SEND 911 CALLS THROUGH VERIZON'S NETWORK AND
5 INTRADO'S RATES ARE SIMILAR TO VERIZON'S. (SORENSEN DT
6 AT 34-35.) WHAT IS WRONG WITH THIS ARGUMENT?

7 A. There are at least two problems with it. First, Intrado should not be
8 charging anything, port charges or otherwise, for Verizon to interconnect
9 on Intrado's network, because Verizon cannot lawfully be required to
10 interconnect on Intrado's network. Once the Commission rejects
11 Intrado's proposal to place POIs on its own network, it will necessarily
12 reject Intrado's interconnection charges, as the West Virginia
13 Commission and the Massachusetts DTC did. (*Mass. Order*, at 78)
14 ("because Verizon is not required to interconnect at POIs on Intrado's
15 network, then Intrado's proposed interconnection charges in Appendix A
16 are inapplicable"); *W.V. Award*, at 28 ("Since Intrado will be
17 interconnecting at a POI on Verizon's network, there should be no
18 charges to Verizon from Intrado for interconnection").

19
20 Second, even if Verizon were required to interconnect within Intrado's
21 network (and it is not), Intrado's rationale for its charge—that Verizon
22 assesses such charges on other carriers—is wrong. Verizon does not
23 charge other carriers for interconnecting to its 911 Tandems/Selective
24 Routers to deliver their customers' 911 calls to Verizon-served PSAPs
25 in Florida. Intrado's proposed 9-1-1 Attachment section 1.3.4(i) provides

1 that the POI will be at Intrado's 911 Tandem/Selective Router so its
2 proposed rates must be related to trunk ports on its 911
3 Tandems/Selective Routers, so the similar rates Intrado asserts that
4 Verizon imposes on other carriers presumably are for the same thing.
5 But Mr. Sorensen does not try to identify the charges Verizon
6 supposedly imposes on other carriers to connect to its selective routers
7 in Florida, and there are none. Thus, the premise of Mr. Sorensen's
8 argument is wrong. The Commission cannot approve Intrado's
9 proposed rates based on similar Verizon charges because none exist.

10

11 **Q. IS THERE ANY OTHER BASIS ON WHICH THE COMMISSION CAN**
12 **APPROVE INTRADO'S PROPOSED CHARGES?**

13 A. No. Aside from the above-discussed problems with Intrado's rate
14 proposals, its rates would have to be rejected, in any event, because
15 Intrado provides no support for them. Indeed, as Mr. Sorensen
16 acknowledges, Intrado *deliberately* did not provide any documentation
17 to support its proposed rates because Intrado believes that the
18 Commission lacks the authority "to adjudicate a competitor's rates
19 during a Section 252 proceeding." (Sorensen DT at 35.)

20

21 **Q. INTRADO POINTS TO THE OHIO COMMISSION'S DECISION IN THE**
22 **CINCINNATI BELL/INTRADO ARBITRATION FOR THE**
23 **PROPOSITION THAT ITS RATES ARE REASONABLE. (SORENSEN**
24 **DT AT 36.) DID THAT DECISION FIND THAT INTRADO'S**
25 **PROPOSED RATES ARE REASONABLE?**

1 A. No. Contrary to Intrado's suggestion (Sorensen DT at 36), the Ohio
2 Commission did not, in the Intrado/Cincinnati Bell case, find Intrado's
3 proposed port or termination rates to be "reasonable" as a general
4 matter. Rather, lacking any evidence for an affirmative finding that
5 Intrado's rates were reasonable, the Commission approved them for
6 both Intrado and Cincinnati Bell *to the extent either party purchased*
7 *trunk ports from the other.* (CBT/Intrado Order, at 22.) The facts in *this*
8 case record do not support the conclusion that port charges will be
9 reciprocal.

10

11 While we are not attorneys, we understand that Intrado has the burden
12 to prove the reasonableness of its rates. It has made no attempt to do
13 so with cost or other justification. So even if Intrado had clearly
14 described the services or functions to which its proposed rates are
15 intended to apply (and it did not), and even if it were entitled to some
16 payment (and it is not), the Commission has no choice but to reject
17 Intrado's proposed rates because Intrado provided absolutely no
18 support for them.

19

20 **ISSUE 36 MAY VERIZON REQUIRE INTRADO COMM TO CHARGE THE**
21 **SAME RATES AS, OR LOWER RATES THAN, THE VERIZON**
22 **RATES FOR THE SAME SERVICES, FACILITIES, AND**
23 **ARRANGEMENTS? (Pricing Att. § 2.)**

24

25 **Q. WHY DOES INTRADO OBJECT TO VERIZON'S PROPOSED**

1 **LANGUAGE THAT WOULD REQUIRE INTRADO TO CHARGE**
2 **VERIZON NO MORE THAN VERIZON CHARGES INTRADO FOR**
3 **COMPARABLE SERVICES?**

4 A. Mr. Sorensen complains that Verizon's proposal is "one-sided" and that
5 it "could have the effect of forcing Intrado to lower its rates without
6 competitive justification." He claims that: "No competitive provider can
7 conduct business where its business model is determined by the price
8 setting whims of its competitor, particularly the incumbent." (Sorensen
9 DT at 36.)

10

11 **Q. ARE MR. SORENSEN'S CONCERNS JUSTIFIED?**

12 A. No. Rate parity proposals are quite common and have been
13 implemented in a number of areas without the disastrous consequences
14 Mr. Sorensen predicts. As he mentions in passing (*id.*), CLECs must
15 charge symmetrical reciprocal compensation rates with the ILEC, unless
16 a CLEC can justify higher rates based on its costs. In addition, the FCC
17 in 2001 adopted a rule capping CLEC interstate access rates at the rate
18 of the competing ILEC and over a dozen states have implemented
19 similar requirements benchmarking CLEC intrastate access charges to
20 ILEC access charges. (See Verizon DT at 69.)

21

22 **Q. BUT MR. SORENSEN CLAIMS THAT THE KIND OF RATE PARITY**
23 **PROVISION VERZION PROPOSES FOR THE INTERCONNECTION**
24 **AGREEMENT HERE HAS BEEN REJECTED BY OTHER**
25 **COMMISSIONS. (SORENSEN DT AT 37.)**

1 A. Mr. Sorensen asserts that several commissions have rejected Verizon's
2 rate parity language in interconnection agreements. Regardless of what
3 some Commission's may have decided, it's undeniably true that
4 Verizon's language is already typically included in agreements
5 throughout Verizon's territory, including in Florida. As the New York
6 Commission stated in adopting a rate parity proposal like that Verizon
7 has proposed here: "We find Verizon's proposal to be reasonable, as it
8 is premised on the established practice we employ."²⁶

9

10 **Q. WHY DOES MR. SORENSEN CLAIM THAT VERIZON'S PROPOSAL**
11 **IS ONE-SIDED?**

12 A. It is hard to tell, but one might assume it's because Verizon's proposal
13 would require Intrado to benchmark to Verizon's rates, rather than
14 Verizon benchmarking to Intrado's rates. But the latter approach would
15 make no sense, and we're not aware of any rule anywhere requiring
16 ILECs to benchmark to CLEC rates. Rate parity requirements are
17 based on the ILEC's rates because they have typically been subject to
18 much greater regulatory scrutiny and economic discipline than CLEC
19 rates.

20

21 **Q. WOULD VERIZON'S PROPOSAL PERMIT INTRADO TO CHARGE**
22 **HIGHER RATES THAN VERIZON IF THEY WERE JUSTIFIED?**

23 A. Yes. Intrado could charge rates above those Verizon charges for

²⁶ *Joint Petition of AT&T Comm. et al. Pursuant to Section 252(b) of the Telecom. Act of 1996 for Arbitration to Establish an Interconnection Agreement with Verizon New York Inc, Order Resolving Arbitration Issues, at 86 (N.Y. P.S.C. July 30, 2001.)*

1 comparable services if Intrado showed that its costs exceeded Verizon's
2 charges for the service, as recognized by Verizon's proposed Pricing
3 Attachment language. (Interconnection Agreement, Pricing Attachment
4 § 2.)

5

6 **ISSUE 46** SHOULD INTRADO COMM HAVE THE RIGHT TO HAVE THE
7 AGREEMENT AMENDED TO INCORPORATE PROVISIONS
8 PERMITTING IT TO EXCHANGE TRAFFIC OTHER THAN
9 911/E-911 CALLS? (GT&C § 1.5.)

10

11 **Q. IF INTRADO DECIDES TO OFFER "ADDITIONAL" LOCAL**
12 **EXCHANGE SERVICES IN THE FUTURE, IT WANTS TO AMEND**
13 **THE AGREEMENT TO DO SO, RATHER THAN NEGOTIATE A NEW**
14 **AGREEMENT. MR. SORENSEN STATES THAT VERIZON WOULD**
15 **HAVE "INPUT" INTO ANY SUCH AMENDMENT AND THAT EITHER**
16 **PARTY COULD AVAIL ITSELF OF THE CONTRACT'S DISPUTE**
17 **RESOLUTION MECHANISM IF THEY CANNOT AGREE ON AN**
18 **AMENDMENT. (SORENSEN DT AT 38-39.) DOES MR.**
19 **SORENSEN'S DISCUSSION ACCURATELY REFLECT INTRADO'S**
20 **PROPOSED LANGUAGE?**

21 **A. No. Intrado's proposed language states:**

22 Notwithstanding the foregoing, the Parties agree that: (a)
23 Intrado Comm may seek to offer telecommunications and
24 local exchange services other than 911/E-911 Calls in the
25 future; and (b) upon Intrado Comm's request, the Parties

1 will amend this Agreement as necessary to provide for the
2 interconnection of the Parties' networks pursuant to 47
3 U.S.C. § 251(c)(2) for the exchange of traffic other than
4 911/E-911 Calls.

5

6 This language provides Intrado the unilateral right to an amendment,
7 outside of the contract's change of law provisions which would allow
8 either Party to seek an amendment to the agreement under appropriate
9 circumstances. The change of law provision in § 4.6 of the agreement,
10 unlike Intrado's proposed language above, specifies how the Parties
11 may resolve disputes and the circumstances under which amendment
12 would be appropriate. Intrado's language is inappropriate, because the
13 draft agreement is based largely on the fact that Intrado is seeking to
14 provide only 911-related services to PSAPs. The give-and-take in
15 negotiations and the parties' compromises assumed a much narrower
16 scope of services and operation than the usual CLEC agreement, under
17 which the CLEC, unlike Intrado, will provide local exchange services to
18 end users.

19

20 **Q. WOULD NEGOTIATING AN ENTIRELY NEW AGREEMENT**
21 **ELIMINATE PAST PROGRESS THE PARTIES HAVE MADE, AS**
22 **INTRADO WITNESS SORENSEN CONTENDS? (SORENSEN DT AT**
23 **39.)**

24 **A.** No, because the new agreement would focus on the new services that
25 are not covered in the existing agreement. Moreover, there is no

1 guarantee that it would take any less time for the parties to litigate
2 provisions related to wholly new Intrado services and activities than it
3 would for them to follow the Act's negotiation and arbitration framework
4 for a new agreement, under which the parties will be able to engage in a
5 fair and balanced trade-off in light of Intrado's changed business.

6
7 The Commission should find, as the West Virginia Commission did, that
8 Intrado's proposal is contrary to the Act's requirement to make available
9 to requesting carriers agreements *in their entirety*, not pieces of
10 agreements. (*W.V. Award*, at 26.)²⁷ That finding would also be
11 consistent with the Massachusetts DTC's rejection of Intrado's proposed
12 language based on the unique circumstances surrounding Intrado's
13 request for interconnection and potential conflict with the FCC's "pick-
14 and-choose" rule. (*Mass Order*, at 85-86.)

15
16 **ISSUE 47 SHOULD THE TERM "A CALLER" BE DELETED FROM**
17 **SECTION 1.1.1 OF THE 911 ATTACHMENT TO THE ICA?**
18 **(911 Att. § 1.1.1.)**

19
20 **Q. MR. SORENSEN ARGUES THAT THERE IS NO REASON TO**
21 **INCLUDE THE TERM "A CALLER" IN THE AGREEMENT.**
22 **(SORENSEN DT AT 40-41.) WHY IS HE WRONG?**

23 **A.** Mr. Sorensen argues that Verizon's inclusion of the phrase "a caller" in
24 the language at issue is unnecessary because "there is no reason for

²⁷ *West Virginia Intrado/Verizon Order*, *supra* note 4, at 26.

1 the provision to include what entity is dialing 911.” (Sorensen DT at 40.)
2 This explanation makes no sense. First, Intrado is seeking
3 interconnection with Verizon so that Verizon customers calling 911 can
4 reach PSAPs that are served by Intrado. No other “entities” would call
5 911. Verizon’s customers acquire access to the appropriate PSAP by
6 dialing a 3-digit universal telephone number, “911.” In other words, for
7 Verizon’s end user customers to summon emergency services, they
8 must place a call to 911—that is, be “a caller.” Verizon’s proposed
9 inclusion of the phrase “a caller” in § 1.1.1 of the 911 Attachment
10 accurately describes the access that 911/E911 arrangements provide to
11 a caller, and there is no legitimate reason for Intrado to object to this
12 simple clarification, as the West Virginia Arbitrator concluded. (*W.V.*
13 *Award*, at 26.)

14

15 **Q. MR. SORENSEN CONTENDS THAT VERIZON’S WITNESS IN OHIO**
16 **ADMITTED THAT THE TERM IS INTENDED TO CLARIFY THAT 911**
17 **ARRANGEMENTS ARE LIMITED TO FIXED LINE SUBSCRIBER DIAL**
18 **TONE AND CLAIMS THIS CLARIFICATION IS INCONSISTENT WITH**
19 **THE TYPES OF 911/E-911 CALLS THAT PSAP CUSTOMERS**
20 **EXPECT TO BE ABLE TO RECEIVE FROM THEIR 911 PROVIDER.**
21 **(SORENSEN DT AT 40-41.) IS MR. SORENSEN’S**
22 **CHARACTERIZATION OF THE OHIO TESTIMONY ACCURATE?**

23 **A.** No. Mr. Sorensen attached pages 102-113 and 169-170 from the Ohio
24 hearing transcript to his testimony in support of this claim. A
25 comparison of Verizon’s written testimony and the page references

1 referred to by Intrado's counsel in her questions to Verizon's witness at
2 pages 102-113 reveals that the questions did not directly relate to
3 Verizon's reasons for proposing the term "a caller" in section 1.1.1 of the
4 911 Attachment. Those questions dealt with whether Verizon can and
5 should be allowed to pass traffic from third-party carriers through
6 Verizon 911 Tandems/Selective Routers to PSAPs served by Intrado.
7 The discussion at pages 169-170 does not, as Mr. Sorensen contends,
8 demonstrate that Verizon intends to limit 911 arrangements to fixed line
9 subscriber dialtone. (Sorensen DT at 40.) Indeed, the discussion at
10 page 111 of the transcript demonstrates that Verizon wants to retain the
11 option to route calls for wireless carriers, which is not a fixed line
12 dialtone service, but still would fit the definition of a caller. Mr.
13 Sorensen's reliance on the Ohio transcript mischaracterizes Verizon's
14 testimony, does not support Mr. Sorensen's assertion, and provides no
15 basis for striking the term "a caller" from section 1.1.1 of the 911
16 Attachment.

17

18 **ISSUE 49 SHOULD THE WAIVER OF CHARGES FOR 911 CALL**
19 **TRANSPORT, 911 CALL TRANSPORT FACILITIES, ALL**
20 **DATABASE, AND MSAG, BE QUALIFIED AS PROPOSED BY**
21 **INTRADO COMM BY OTHER PROVISIONS OF THE**
22 **AGREEMENT? (911 Att. §§ 1.7.2 and 1.7.3.)**

23

24 **Q. MR. SORENSEN INDICATES THAT INTRADO'S PROPOSED**
25 **LANGUAGE WOULD ENSURE THAT EACH PARTY'S ABILITY TO**

1 BILL THE OTHER WOULD BE LIMITED BY THE
2 INTERCONNECTION AGREEMENT AND THE RATES CONTAINED
3 IN THE PRICING ATTACHMENT TO THE EXTENT SUCH
4 REQUIREMENTS OR RATES APPLY. (SORENSEN DT AT 41.)
5 DOES THIS ALLAY YOUR CONCERNS WITH RESPECT TO THIS
6 ISSUE?

7 A. No. As we discussed in Direct Testimony (at 74-75), the Commission
8 should reject Intrado's language for sections 1.7.2 and 1.7.3 of the 911
9 Attachment, because it would undercut the parties' agreement not to bill
10 for transport of 911/E-911 calls, and it erroneously assumes that Intrado
11 may designate POIs on Intrado's network. In this regard, Intrado's
12 proposed language improperly contemplates that Intrado could bill
13 Verizon for interconnection or facilities for transport of 911/E-911 calls to
14 Intrado's network. As we have discussed, any such charges would be
15 inappropriate, and certainly Intrado's unexplained and unsupported
16 "interconnection" charges are inappropriate.

17

18 Moreover, as the Ohio Commission found, Intrado's language related to
19 this issue is unworkable:

20 Intrado's proposed language is open-ended and is,
21 therefore, problematic due to the inability to identify every
22 single item that might be ordered or supplied by the
23 parties. In addition, a missed item anywhere else in the
24 agreement has the potential to raise a later issue with
25 regard to these items. Verizon's proposed language has

1 the advantage of not being open-ended and, instead,
2 specifically identifies those services for which there will be
3 no charge. Therefore, the Commission finds that Verizon's
4 proposed language provides a clear and direct method of
5 achieving the desired limitation.²⁸

6 Assuming it moves forward with this arbitration at all, the Commission
7 should reject Intrado's proposed language with respect to Issue 49, just
8 as the Ohio Commission did.

9
10 **ISSUE 52 SHOULD THE RESERVATION OF RIGHTS TO BILL**
11 **CHARGES TO 911 CONTROLLING AUTHORITIES AND**
12 **PSAPS BE QUALIFIED AS PROPOSED BY INTRADO COMM**
13 **BY "TO THE EXTENT PERMITTED UNDER THE PARTIES'**
14 **TARIFFS AND APPLICABLE LAW"? (911 Att. §§ 2.3 and 2.4)**

15
16 **Q. WHAT IS THIS ISSUE ABOUT?**

17 **A.** The agreed-upon language for sections 2.3 and 2.4 of the 911
18 Attachment specifies that nothing in the Agreement shall prevent
19 Verizon or Intrado from billing PSAPs for specified services, facilities
20 and arrangements. Intrado seeks to qualify this language with the
21 phrase "[t]o the extent permitted under the Parties' Tariffs and
22 Applicable Law." As we explained in our Direct Testimony, Intrado's
23 addition is unacceptable because sections 2.3 and 2.4 are reservations
24 of rights as between the Parties; they do not and cannot affect rights

²⁸ *Ohio Verizon/Intrado Order*, at 38.

1 with respect to third parties, including PSAPs. It is not appropriate for
2 Intrado to try, in the interconnection agreement, to limit Verizon's right to
3 charge third parties for services and facilities provided to those entities.
4 Whether Verizon is able to assess charges to government agencies or
5 other third parties is a matter between those entities and Verizon, not a
6 matter for the interconnection agreement between Verizon and Intrado.
7 The Commission should once again reject Intrado's attempt to intrude
8 upon ILECs' relationships with third parties, as it did before when the
9 Commission denied Intrado's request for declaratory ruling that neither
10 Intrado nor the PSAP would have any obligation to pay the ILEC for
11 anything once a PSAP selected Intrado to provide 911 services.

12

13 **Q. WAS THERE ANY ISSUE IN THAT CASE, OR IS THERE ANY ISSUE**
14 **IN THIS ONE, AS TO AN ILEC'S RIGHT TO CHARGE FOR**
15 **SERVICES IT IS NOT PROVIDING TO A PSAP?**

16 A. No. Mr. Sorensen incorrectly suggests that the "primary issue" in the
17 declaratory ruling action was whether telecommunications companies
18 could charge for services that they do not provide. (Sorensen DT at 15.)
19 That is not accurate. There was never any dispute there, and there is
20 no dispute here, about the obvious fact that the law does not permit
21 carriers to charge for services they don't provide. Instead, as the
22 Commission and intervenors clearly understood, Intrado's objective was
23 to deny other carriers compensation for services provided to Intrado-
24 served PSAPs. As the Commission stated in denying Intrado's request:

25 Intrado either assumes that once it becomes the

1 primary E911 provider to a PSAP, all ILEC 911
2 services to that PSAP will necessarily cease or it
3 fails to consider the possibility that the ILECs may
4 have to continue to provide certain ancillary 911
5 services to Intrado or to the PSAP in order for
6 Intrado's primary E911 service to properly function,
7 for which the ILECs are entitled to compensation
8 pursuant to their tariffs. AT&T provided four
9 examples of when it would arguably have to
10 continue to provide compensable 911 service to
11 PSAPs when Intrado is the primary E911 provider.
12 Intrado's Response to AT&T's Motion to Dismiss
13 and Response is silent with regard to that
14 assertion.²⁹

15 Intrado is pursuing that same objective here, and the Commission
16 should have the same response. It should reject Mr. Sorensen's
17 assumption that ILECs can and will never provide PSAPs any 911
18 services once they designate Intrado as their primary 911 provider.
19 (See Sorensen DT at 14-15.) Indeed, Mr. Sorensen himself recognizes
20 that ILECs may continue to have a relationship with the ILEC in that
21 situation, but he incorrectly implies that this relationship must
22 necessarily be related to the provision and maintenance of 911-related

²⁹ *Petition for Declaratory Statement Regarding Local Exchange Telecommunications Network Emergency 911 Service, by Intrado Comm. Inc.*, Order Denying Amended Petition for Declaratory Statement, Order No. PSC-08-0374-DS-TP, at 14 (June 4, 2008).

1 equipment. (Sorensen DT at 14-15.)

2

3 **Q. MR. SORENSEN CLAIMS THAT WITHOUT ITS PROPOSED**
4 **QUALIFICATION, VERIZON WOULD HAVE "FREE REIGN [SIC] TO**
5 **BILL FLORIDA PUBLIC SAFETY AGENCIES FOR A RANGE OF**
6 **SERVICES EVEN IF THOSE SERVICES WERE NO LONGER BEING**
7 **PROVIDED BY VERIZON." (SORENSEN DT AT 42.) IS THAT**
8 **TRUE?**

9 A. No. Obviously, no company has free rein to bill an entity for services it
10 does not provide, and nothing in the undisputed portion of the language
11 for sections 2.3 and 2.4 in any way states or implies that Verizon would
12 be able to do so. These provisions are reservations of rights as
13 between Verizon and Intrado; they do not and cannot affect any rights
14 with respect to third parties. If any public safety agency believes that
15 Verizon is charging it for services that Verizon is not providing, that is a
16 matter between that agency and Verizon—not for an interconnection
17 agreement between Verizon and Intrado.

18

19 **Q. IS THERE ANY TRUTH TO MR. SORENSEN'S SPECULATION THAT**
20 **VERIZON MAY BE CHARGING FLORIDA COUNTIES FOR**
21 **SERVICES THAT VERIZON IS NOT PROVIDING? (SORENSEN DT**
22 **AT 15.)**

23 A. Absolutely not. Mr. Sorensen states: "It appears that Verizon is
24 continuing to bill Florida counties for 911/E-911 related services, even
25 after these counties have contracted with another service provider for

1 these services. Consequently, it appears some Florida counties are
2 paying for services they do not receive.” (Sorensen DT at 15.) Mr.
3 Sorensen provides no support for this vague, inflammatory allegation
4 concerning some unnamed 911 “service provider,” and it is not true.
5 Verizon is not charging counties for services it is not providing. If it
6 were, Verizon is confident that those entities would have complained
7 about it—and it is their place to do so, not Intrado’s.

8
9 **Q. MR. SORENSEN DENIES THAT INTRADO IS TRYING TO USE THE**
10 **INTERCONNECTION AGREEMENT TO LIMIT VERIZON’S RIGHT TO**
11 **CHARGE THIRD PARTIES AND ONLY SEEKS TO “CLARIFY” THAT**
12 **VERIZON MAY IMPOSE CHARGES ONLY WHEN A TARIFF OR LAW**
13 **PERMITS IT TO DO SO. (SORENSEN DT AT 42.) IS INTRADO’S**
14 **PROPOSAL THE BENIGN ADDITION IT CLAIMS?**

15 A. No. When it denied Intrado’s declaratory ruling, the Commission already
16 confirmed the self-evident principle that a carrier may only impose the
17 charges permitted by its tariffs or state laws or regulations. Therefore,
18 the “clarification” Intrado purports to seek is unnecessary and is most
19 certainly not the harmless addition it claims. As we have discussed, the
20 foundation of Intrado’s positions in this arbitration, as it has openly
21 admitted, is that other carriers and their end users who call 911 should
22 bear the cost of Intrado’s proposed 911 system. By qualifying the
23 statement of Verizon’s right to charge for specified services provided to
24 PSAPs with a reference to *Intrado’s own tariffs*, Intrado will, for example,
25 have the opportunity to insert language in its tariff reflecting its view that

1 Verizon cannot charge PSAPs anything when Intrado is serving the
2 PSAP. To avoid such game-playing, the Commission should reject
3 Intrado's proposed language, which is unnecessary to meet any
4 legitimate objective.

5

6 **Q. IN ADDITION TO THIS COMMISSION, HAVE OTHER COMMISSIONS**
7 **REJECTED INTRADO'S ATTEMPT TO INTRUDE UPON ILECS'**
8 **RELATIONSHIPS WITH THIRD PARTIES?**

9 A. Yes. None of the other Commissions that have ruled on Intrado's
10 arbitration petitions with Verizon have approved Intrado's proposed
11 language.

12

13 The Massachusetts DTC, citing favorably to this Commission's denial of
14 the above-discussed Intrado request for declaratory ruling, agreed that
15 third parties' rights and obligations "are not a matter for an
16 interconnection agreement" and thus rejected Intrado's language:

17 This agreement is between Intrado and Verizon, and is not
18 between Verizon, Intrado, and the state's controlling 911
19 authorities. Any charges to be assessed on, or any
20 connections to be made to, those authorities are properly
21 left to negotiations between those authorities and the
22 contracting parties (i.e., Verizon and Intrado).

23 *(Mass. Order, at 70.)*

24

25 The West Virginia Commission, likewise, rejected the same proposal

1 Intrado is making here, finding that:

2 [I]t is inappropriate to attempt to assert or negotiate in this
3 proceeding the right of entities not parties to the
4 Agreement. If applicable law or Commission-approved
5 tariffs authorize a party to impose charges on PSAPs or
6 911 controlling authorities, that need not be stated in this
7 Interconnection agreement, which is, after all, only
8 between Verizon and Intrado.

9 (*W.V. Award*, at 28.)

10

11 The Ohio Commission agreed that:

12 Any issues with respect to the billing of services between a
13 9-1-1/E9-1-1 emergency service provider and a PSAP
14 extend beyond the scope of this interconnection
15 agreement and pertain to future disputes for which the
16 potential PSAP complainant is not even a party to this
17 proceeding. The rights of such PSAPs should be
18 addressed within the specific agreements entered into
19 between the PSAPs and the applicable 9-1-1/E9-1-1
20 provider.

21 (*Ohio Intrado/Verizon Order*, at 39.)

22

23 The Ohio Commission, therefore, ordered contract language making
24 clear that "one carrier's tariffs are not binding on another carrier," as
25 Intrado's language incorrectly suggested. *Id.*

1 **ISSUE 53 SHOULD 911 ATT. § 2.5 BE MADE RECIPROCAL AND**
2 **QUALIFIED AS PROPOSED BY INTRADO COMM? (911 Att. §**
3 **2.5.)**
4

5 **Q. IS THIS STILL AN ISSUE?**

6 A. Apparently so, despite Verizon having proposed compromise language
7 in our Direct Testimony (at 78-79) addressing this dispute. Mr. Hicks
8 indicates that Intrado reviewed Verizon's proposed language and finds it
9 unacceptable because he believes it "would still allow [Verizon] to
10 bypass the Intrado Comm selective router and deliver 911/E-911 calls
11 directly from [Verizon's] end offices to a PSAP served by Intrado
12 Comm." (Hicks DT at 47.) Mr. Hicks also complains that Verizon's
13 compromise section 2.6 is "not exactly reciprocal and contains additional
14 limitations." (*Id.*)

15

16 **Q. ARE MR. HICKS' CRITICISMS OF VERIZON'S COMPROMISE**
17 **LANGUAGE FOR SECTION 2.6 OF THE 911 ATTACHMENT**
18 **LEGITIMATE?**

19 A. No. Intrado's reciprocity argument is an excuse to try to put
20 inappropriate qualifying language in the agreement that the direct 911
21 call delivery arrangements must be authorized by the PSAP. Intrado
22 claims to remain "concerned" that Verizon's language "would still allow
23 [Verizon] to bypass [Intrado] and deliver 911/E-911 calls directly from its
24 end offices to a PSAP served by Intrado Comm." (Hicks DT at 47.)
25 However, whether a party has a right to deliver calls to a PSAP is a

1 matter between that party and the PSAP and is outside of the scope of
2 the Intrado/Verizon agreement under arbitration. Mr. Hicks' other
3 objections to Verizon's proposed Section 2.6 – that the provision is “not
4 exactly reciprocal and contains additional limitations” - are unavailing, as
5 an even cursory review of the actual language demonstrates. The
6 Commission should reject Intrado's objections and adopt Verizon's
7 compromise language for section 2.6 of the 911 Attachment

8

9

V. CONCLUSION

10 **Q. DOES THAT CONCLUDE THE PANEL'S REBUTTAL TESTIMONY?**

11 **A. Yes.**

12

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DOCKET NO. 36185

2008 OCT 17 PM 1:01

PETITION OF INTRADO, INC. FOR §
COMPULSORY ARBITRATION WITH §
GTE SOUTHWESTERN §
INCORPORATED, D/B/A VERIZON §
SOUTHWEST UNDER THE FTA §
RELATING TO ESTABLISHMENT OF AN §
INTERCONNECTION AGREEMENT §

PUBLIC UTILITY COMMISSION
OF TEXAS
FILING CLERK

ORDER NO. 2

MEMORIALIZING PREHEARING CONFERENCE, REQUESTING BRIEFS ON THRESHOLD LEGAL ISSUES, AND RESTYLING DOCKET

On October 8, 2008 at 10:30 a.m. Liz Kayser and Susan Goodson, Arbitrators in this proceeding, conducted a prehearing conference (PHC).

Neither party objected to the assigned Arbitrators. The Arbitrators discussed the procedural schedule and the parties agreed to waive the statutory deadlines for conduct of this proceeding. The parties were instructed to file an agreement to waive or extend the statutory deadlines. The Arbitrators note that the parties filed an Initial Joint Decision Point List. The parties offered up a proposed procedural schedule, however, the Arbitrators instructed the parties that there are threshold legal issues that must be resolved before this matter can proceed so it is premature to establish a procedural schedule. No other procedural issues were discussed. The PHC was not transcribed.

The parties shall file initial briefs on the following threshold legal issues by October 31, 2008 and reply briefs by Nov. 7, 2008:

1. Are "emergency services" "telephone exchange service" or "exchange access" for purposes of §251(c)(2)(A) of the Federal Telecommunications Act of 1996?
2. Can Verizon be compelled to arbitrate an interconnection agreement solely for the exchange of "emergency services" traffic?

DOCKET NO. 36185

ORDER NO. 2

PAGE 2 OF 2

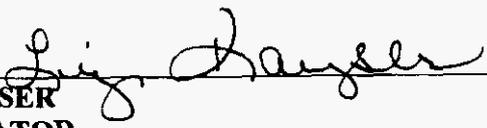
3. Assuming Verizon can be compelled to arbitrate an interconnection agreement solely for the exchange of "emergency services" traffic; does such interconnection entitle Intrado to interconnect with Verizon in a different manner than other CLECs?
4. What authority permits this Commission to establish a competitive "emergency services" network for wireline telecommunications customers?
5. What authority permits this Commission to require equal access to competitive "emergency services" providers for wireline telecommunications customers?

The parties shall file their agreement to waive or extend the statutory procedural deadlines no later than October 24, 2008.

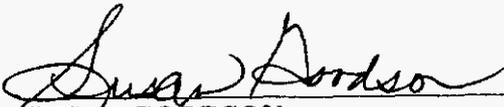
The Arbitrators have restyled this docket pursuant to P.U.C. PROC. R. 21.33(b)(1)(A) as indicated above.

SIGNED AT AUSTIN, TEXAS the 17th day of October, 2008.

PUBLIC UTILITY COMMISSION OF TEXAS



LIZ KAYSER
ARBITRATOR



SUSAN GOODSON
ARBITRATOR

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

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

ARBITRATION AWARD

The Commission, considering the petition, the evidence of record, post-hearing briefs, and otherwise being fully advised, hereby issues its arbitration award.

APPEARANCES:

Cahill, Gordon & Reindel LLP by Ms. Cherie R. Kiser and Ms. Angela F. Collins, 1990 K Street, N.W., Suite 950, Washington, D.C. 20006, and Ms. Rebecca Ballesteros, 1601 Dry Creek Drive, Longmont, Colorado 80503, on behalf of Intrado Communications, Inc.

Thompson Hine LLP by Mr. Thomas E. Lodge, South High Street, Suite 1700, Columbus, Ohio 43215, and Mr. Darrell Townsley, 205 North Michigan Avenue, Suite 700, Chicago, Illinois 60601, on behalf of Verizon North, Inc.

I. BACKGROUND

Under Section 252(b)(1) of the Telecommunications Act of 1996 (the Act),¹ if parties are unable to reach an agreement on the terms and conditions for interconnection, a requesting carrier may petition a state commission to arbitrate any issues which remain unresolved, despite voluntary negotiation under Section 252(a) of the Act.

On August 22, 2007, the Commission adopted carrier-to-carrier rules in Case No. 06-1344-TP-ORD, *In the Matter of the Establishment of Carrier-to-Carrier Rules*.² Under Rule 4901:1-7-09(G)(1), Ohio Administrative Code (O.A.C.) an internal arbitration panel is assigned to recommend a resolution of the issues in dispute if the parties cannot reach a voluntary agreement.

¹ The Act is codified at 47 U.S.C. Sec. 151 et seq.

² The carrier-to-carrier rules became effective November 30, 2007.

08-198-TP-ARB

-2-

II. HISTORY OF THE PROCEEDING

Rule 4901:1-7-09(A), O.A.C., specifies that any party to the negotiation of an interconnection agreement may petition for arbitration of open issues between 135 and 160 days after the date on which a local exchange carrier (LEC) receives a request for negotiation. According to the Petition for Arbitration filed by Intrado Communications, Inc. (Intrado), by letter submitted on May 18, 2007, Intrado formally requested Verizon North Inc. (Verizon) to commence negotiations for an interconnection agreement. The parties agreed to a number of extensions, finally agreeing to an arbitration petition filing deadline of March 5, 2008. Intrado timely filed a petition on March 5, 2008, to arbitrate the terms and conditions of interconnection with Verizon pursuant to Section 252 of the Act. In its petition, Intrado presented 35 issues for arbitration. On March 31, 2008, Verizon filed its response to the petition for arbitration as well as a motion to dismiss or stay Intrado's petition for arbitration. On April 8, 2008, Verizon filed a letter stating that the parties had agreed to stay the arbitration in order to allow for further negotiations with the objective of eliminating some issues from the arbitration and to more clearly define the issues that remain. Additionally, Verizon indicated that, in light of the parties' agreement to continue to negotiate, the company was withdrawing its motion to dismiss.

Consistent with the proposed schedule filed by the parties on August 5, 2008, the attorney examiner issued an entry scheduling a hearing commencing on January 13, 2009, and establishing a briefing schedule. Additionally, a status conference was scheduled for September 25, 2008, for the purpose of addressing any remaining procedural issues prior to the arbitration hearing.

On December 30, 2008, the parties filed arbitration packages containing exhibits and the written testimony of their respective witnesses. On the same date, the parties filed a joint matrix (Joint Issues Matrix) setting forth the issues to be arbitrated and the parties' respective positions regarding the identified issues. The arbitration hearing was held on January 13, 2009. Intrado presented the testimony of the following two witnesses: (1) Robert Currier and (2) Thomas Hicks. Embarq presented the testimony of (1) Peter D'Amico and (2) Nicholas Sannelli.

Initial briefs were filed by the parties on February 13, 2009. Reply briefs were filed by the parties on March 6, 2009.

III. ISSUES FOR ARBITRATION

Issue 1 Where should the points of interconnection (POIs) be located and what terms and conditions should apply with regard to interconnection and transport of traffic?

08-198-TP-ARB

-3-

Intrado proposes language that would require Verizon to transport its end users' emergency calls destined for Intrado's public safety answering point (PSAP) customers to POIs on Intrado's network, which would be Intrado's selective router/access ports (Intrado Ex. 2, at 12). Intrado claims that this is the same method of physical interconnection as defined by Verizon when it serves in the capacity of the 9-1-1/E9-1-1 service provider. Intrado avers that the POI arrangement that it proposes is the industry-accepted practice for 9-1-1 traffic and results in the most efficient network architecture and highest degree of reliability. Therefore, Intrado claims its proposed language is simply seeking to mirror the type of interconnection arrangements that Verizon and other incumbent local exchange carrier (ILECs) have determined to be the most efficient and effective for the termination of emergency calls (*Id.* at 13).

Intrado explains that where Verizon serves as the 9-1-1 service provider, it has routinely designated the location of its selective routing access ports as the POI for telecommunications carriers seeking to gain access to the 9-1-1 services that Verizon provides to Ohio PSAPs. This POI, Intrado avers, is in addition to the POI designated by competitive local exchange carriers (CLECs) for the exchange of other Section 251(c) traffic. Intrado further explains that CLECs generally deliver their customers' 9-1-1 calls over dedicated 9-1-1 trunks to Verizon's selective routers. Therefore, Intrado opines that Verizon recognizes the importance of 9-1-1 calls being delivered directly to the selective router serving the PSAP (*Id.* at 14).

Intrado avers that it is simply seeking physical connectivity between its network and Verizon's network that is similar to what Verizon has implemented with other carriers for the termination of 9-1-1 calls to Verizon PSAP customers (*Id.* at 16). Intrado contends that because similar arrangements have been successfully used in the past, a rebuttable presumption is created that such method is technically feasible for substantially similar network architecture. Intrado posits that Verizon bears the burden of demonstrating the technical infeasibility of a particular method of interconnection or access at any particular point (*Id.* at 16). Further, Intrado submits that effective competition requires that the interconnection arrangements that Verizon provides to Intrado must be equal in quality to the interconnection arrangements that Verizon provides to itself and to other carriers, unless technical feasibility issues are present (*Id.* at 15). In support of its position, Intrado avers that Section 251(c)(2) requires ILECs to provide interconnection that is at least equal in type, quality, and price to the interconnection arrangements the ILEC provides to itself and others (*Id.* at 16). There is no reason, Intrado claims, for 9-1-1 calls to be delivered to any tandem other than the relevant selective router that is connected to the PSAP serving the geographic area in which the 9-1-1 call was originated (*Id.* at 15).

Further, Intrado requests that Verizon establish two geographically diverse POIs on Intrado's selective routers when Intrado is the 9-1-1 service provider to the PSAP. Intrado contends that, at a minimum, there must be two geographically diverse POIs in order to ensure the provision of a robust and fault tolerant 9-1-1 infrastructure. Intrado further

08-198-TP-ARB

-4-

claims that diverse routing of 9-1-1 traffic is consistent with industry guidelines and recommendations (*Id.* at 18).

Verizon contends that Intrado's proposed language relative to Issue 1 is overly broad and would require Verizon to establish at least two POIs anywhere on Intrado's network, either within or outside Ohio (Verizon Initial Br., Matrix at 1, 2). Verizon notes that Intrado has indicated that it plans to place the initial POIs in Ohio in Columbus and Westchester (Tr. at 155, 156), neither of which is in Verizon's service territory (Verizon Initial Br. at 6). Verizon argues that forcing it to interconnect on Intrado's network, at any point that Intrado designates, unjustly burdens it to bear all the costs of transporting traffic to Intrado's POI, no matter how distant the location of the POI (Verizon Initial Br. at 7).

Verizon argues that Intrado's proposed language is directly contrary to federal law in that Section 251(c) states that each ILEC has the duty to provide interconnection with the LEC network at any technically feasible point within the carrier's network (*Id.* at 9 citing 47 U.S.C. §251(c)(2)(B)). Verizon avers that Ohio's interconnection rule (Rule 4901:1-7-06(A)(5), O.A.C.) correctly reflects the federal requirement that each ILEC provide interconnection to requesting telephone companies at any technically feasible point within its network (*Id.* at 9). Verizon argues that this obligation applies to all traffic, including 9-1-1, exchanged between an ILEC and an interconnecting carrier (*Id.* at 9).

In support of its position, Verizon avers that Intrado openly recognizes that the 1996 Act requires the POI to be within the ILEC's network (*Id.* at 10, citing Intrado Ex. 2, at 20). Additionally, Verizon asserts that Intrado cannot require Verizon to hand off traffic at a location different than where Intrado hands off its traffic to Verizon. In support of its position, Verizon contends that, consistent with the FCC's rules, POIs "link two networks for purpose of the mutual exchange of traffic." Thus, Verizon claims that, while Intrado may select a technically feasible location as the POI on Verizon's network, Verizon must be permitted to hand off its traffic to Intrado at the same location (*Id.* at 10 citing 47 C.F.R. §51.5).

Verizon also rejects Intrado's "equal-in-quality" argument inasmuch as it is based on Section 251(c)(2)(C) and 47 C.F.R. §51.305(a)(3), which address service quality and technical design criteria, rather than the POI placement, which is addressed in Section 251(c)(2)(B) and 47 C.F.R. §51.305(a)(3) (*Id.* at 13, 14). Verizon avers that Intrado's argument that it is only asking to mirror the same kind of arrangements Verizon uses with CLECs is premised on Intrado's incorrect legal position that Intrado is entitled to establish POIs on its own network. Verizon contends that CLECs bring their traffic to Verizon's network because it is required by the 1996 Act, the FCC's rules, and the Commission's rules. Verizon submits that there is no reciprocal obligation for ILECs to take their traffic to CLEC networks, and the Commission cannot create one based on Intrado's misguided policy arguments (*Id.* at 14).

08-198-TP-ARB

-5-

Finally, Verizon responds that, in contrast to ILECs in Case Nos. 07-1216-TP-ARB (07-1216), *In the Matter of the Petition of Intrado Communications, Inc. for Arbitration of Interconnection, Rates, Terms, and Conditions and Related Arrangements With United Telephone Company of Ohio, dba Embarq and United Telephone Company of Indiana dba Embarq*, pursuant to Section 252(b) of the Telecommunications Act of 1996, and 08-537-TP-ARB (08-537), *In the Matter of the Petition of Intrado Communications, Inc. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Cincinnati Bell Telephone Company*, Verizon has neither agreed to take its traffic to Intrado's network, nor has it offered interconnection pursuant to Section 251(a), as was agreed to by Embarq. Verizon argues that, to the extent that the Commission does not dismiss this arbitration request, it must analyze Intrado's interconnection proposals with respect to their compliance with Section 251(c). Verizon submits that neither Verizon nor Intrado has sought Section 251(a) interconnection and, therefore, the Commission cannot order Section 251(a) terms that neither party has proposed (*Id.* at 22).

ISSUE 1 ARBITRATION AWARD

With regard to the location of the POI, the Commission has previously determined that, consistent with the FCC's finding in *In the Matter of the Revision of the Commissions Rules to Ensure Compatibility with Enhanced 9-1-1 Emergency System, Request of King County*, 17 FCC Rcd. 14789, ¶1 (2002), and with certain geographic limitations, the POI for 9-1-1 traffic should be at the selective router of the E9-1-1 service provider that serves the caller's designated PSAP. See Case Nos. 08-537, Arbitration Award, October 8, 2008; 07-1216, Arbitration Award, September 24, 2008; and 07-1280-TP-ARB (07-1280), *In the Matter of the Petition of Intrado Communications Inc. for Arbitration Pursuant to Section 252(b) of the 1996 Act, to Establish an Interconnection Agreement with AT&T Ohio*, Arbitration Award, March 4, 2009. Consistent with its prior decisions, the Commission determines that Verizon should deliver E9-1-1 calls, destined for PSAP customers of Intrado, to an Intrado selective router serving that PSAP located within Verizon's service territory. In addition, Intrado should deliver its end users' 9-1-1 calls, destined for PSAP customers of Verizon, to a Verizon selective router serving that PSAP. This finding is also consistent with our previous determinations that interconnection arrangements between an ILEC and a CLEC for the purpose of terminating CLEC 9-1-1 traffic to a PSAP served by the ILEC are subject to Section 251(c) of the 1996 Act and that interconnection arrangements whereby Intrado is the 9-1-1 service provider to the PSAP are subject to Section 251(a) of the 1996 Act. See 07-1216, Arbitration Award, at 8; 08-537, Arbitration Award, at 22; 07-1280, Arbitration Award, at 16.

In regard to the number of POIs that must be established for the exchange of end users' 9-1-1 calls, the Commission has previously determined that for 9-1-1 traffic there is no requirement to establish multiple POIs on a selective router for the delivery of end users' 9-1-1 calls destined for a PSAP serviced by that selective router. The Commission, therefore, rejected requiring the establishment of multiple POIs on the 9-1-1 service

08-198-TP-ARB

-6-

provider's selective router (*Id.*). Finding no new evidence to overturn these prior decisions, the Commission again finds that establishing multiple POIs on the 9-1-1 service provider's selective router is not required at this time. Notwithstanding this determination, the parties remain free to mutually agree to additional POIs at any technically feasible point.

Based on the above findings, the Commission directs the parties to adopt language consistent with our determinations with respect to 9-1-1 Attach. Sections 1.3, 1.4, 1.5, 1.6.2, 1.7.3, 2.3.1, and glossary Sections 2.63 and 2.67. Finally, the Commission notes that neither party directly addresses, in Issue 1, the aspect of whether calls will be delivered with automatic number identification (ANI). While it would appear intuitive that an E9-1-1 call would be delivered with ANI, and Verizon's testimony appears to assume it will be (Verizon Ex. 1, at 20), the fact that Verizon is disputing various points within the language where "with ANI" is specified raises some concern. As is discussed in the Award for Issue 7, an E9-1-1 call is incomplete without the ANI information, as it is part of the information the 9-1-1 caller wishes to be delivered (even though the delivery process is transparent). Therefore, the parties are instructed to include the phrase "with ANI" where it is disputed in 9-1-1 Attach. Sections 1.3.2.1 and 1.3.4.

Issue 2 Should the parties implement inter-selective router trunking and what terms and conditions should govern the exchange of 9-1-1/E9-1-1 calls between the parties?

Intrado proposed the following language:

9-1-1 Attach. §1.4.1

Where the controlling 9-1-1 authority for a PSAP for which Verizon is the 9-1-1/E9-1-1 service provider and the controlling 9-1-1 authority for a PSAP for which Intrado is the 9-1-1/E9-1-1 service provider agree to transfer 9-1-1/E9-1-1 calls from one PSAP to the other PSAP and each controlling 9-1-1 authority requests its 9-1-1/E9-1-1 service provider to establish arrangements for each 9-1-1/E9-1-1 call transfers, each party shall establish the trunking and routing arrangements necessary to accomplish such inter-PSAP transfer using the interconnection arrangements established by the parties 9-11 Attach. §1.4.2 pursuant to section 1.3 above.

9-1-1 Attach. §1.4.2

For the transfer of 9-1-1/E9-1-1 class from one PSAP to another PSAP as described in section 1.4.1 above, each party, at its own expense, shall provide transport between the 9-1-1 tandem selective router serving its PSAP and the

08-198-TP-ARB

-7-

POI(s) established by the parties. Each party shall be responsible for maintaining the facilities on its respective side of the POI(s) for inter-9-1-1 tandem, selective router trunks.

9-1-1 Attach. §1.4.2.1

For transfers of 9-1-1/E9-1-1 calls destined for Intrado's PSAP customer, the parties shall exchange such 9-1-1/E9-1-1 calls at POI(s) established by the parties pursuant to section 1.3.2

9-1-1 Attach. §1.4.2.2

For transfers of 9-1-1/E9-1-1 calls destined for Verizon's PSAP customer, the parties shall exchange such 9-1-1/E9-1-1 calls at POI(s) established by the parties pursuant to section 1.3.1.

9-1-1 Attach. §1.4.4

The parties will maintain the appropriate inter-9-1-1 tandem/selective router dial plans to support inter-PSAP transfer and shall notify the other of changes, additions, or deletions to their inter-PSAP transfer dial plans.

Intrado explains that inter-selective router trunking is trunking deployed between selective routers that allow 9-1-1 calls to be transferred between selective routers and, thus, between the PSAPs served by the selective routers (Intrado Ex. 2, at 22). Intrado contends that establishment of inter-selective router trunking, as it is requesting, will ensure that PSAPs are able to communicate seamlessly with each other and still receive access to essential ANI and automatic location identification (ALI) information. Intrado avers that Verizon must ensure that its network is interoperable with Intrado's network using the capabilities inherent in each 9-1-1 service provider's selective router and ALI database system. Intrado represents that this interoperability will enable call transfers to occur with the ANI and ALI associated with the emergency call remaining with the voice communication when a call is transferred from one 9-1-1 service provider to another. Intrado claims that failure to enable inter-selective router transfer capability requires PSAPs to transfer calls over the public switched telephone network (PSTN) to a local exchange line at the PSAP, and the caller's ANI and ALI is lost (*Id.* at 23).

Intrado contends that, other than public safety benefits, this Commission, in Case No. 07-1199-TP-ACE (07-1199), *In the Matter of the Application of Intrado Communications, Inc. to Provide Competitive Local Exchange Services in the State of Ohio*, specifically recognized that interconnection between 9-1-1 service providers is necessary to ensure transferability across county lines and call/data transferability between PSAPs. Intrado avers that Verizon has established inter-selective router trunking within its own network and has

08-198-TP-ARB

-8-

established similar arrangements with other providers of 9-1-1 services in other states served by Verizon (Intrado Ex. 2, at 24). Intrado contends that its proposal would be best achieved using the same interconnection arrangements that the parties establish for their exchange of other 9-1-1 service traffic. Thus, Intrado explains that, for transfers of 9-1-1 calls destined for Intrado's PSAP customers, the parties would exchange that call at the POIs established by Verizon on Intrado's network. For transfers of 9-1-1 calls destined for Verizon's PSAP customers, the parties would exchange the calls at the POIs established by Intrado on the Verizon network. Intrado contends that, in the alternative, the parties could jointly provision two-way trunks between their networks and share the cost which could then be recovered from each party's PSAP customer (*Id.* at 25, 26). Intrado avers that it does not seek to implement call transfer arrangements without PSAP consent and points to language that it avers will not allow Intrado to force Verizon to implement inter-selective router trunking without input or consent (*Id.* at 26).

According to Intrado, its proposed language would also require each party to alert the other party when changes are made to dial plans that might affect PSAP call transfers. Intrado explains that dial plans are used to determine to which PSAP an emergency call transfer should be routed, based on the route number passed during the call transfers. Intrado claims that Verizon shares dial plan information with other providers of 9-1-1 services in states where it is not the sole provider of 9-1-1 service, and Intrado seeks the same information sharing arrangements that Verizon provides to other similarly situated providers (*Id.* at 27).

Verizon proposed the following italicized language with respect to Issue 2:

9-1-1 Attach. §1.4.1

Where the Controlling 9-1-1 Authority for a PSAP for which Verizon is the 9-1-1/E9-1-1 Service Provider and the Controlling 9-1-1 Authority for a PSAP for which Intrado Comm is the 9-1-1/E9-1-1 Service Provider agree to transfer 9-1-1/E9-1-1 Calls from one PSAP to the other PSAP and each Controlling 9-1-1 Authority requests its 9-1-1/E9-1-1 Service Provider to establish arrangements for such 9-1-1/E9-1-1 Call transfers, each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Verizon's network in a [Local Access Transport Area] LATA, for the transmission and routing of 9-1-1/E9-1-1 Calls from a PSAP for which one Party is the 9-1-1/E9-1-1 Service Provider to a PSAP for which the other Party is the 9-1-1/E9-1-1 Service Provider. The technically feasible Point(s) of Interconnection on Verizon's network in a LATA shall be as described in Section 1.3.1, above

The POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA in accordance with the preceding paragraph of this Section 1.4.1 shall be located in the LATA where the PSAP for which Verizon is the 9-1-1/E9-1-1 Service Provider and to which or from which a 9-1-1/E9-1-1 Call is to be transferred is located. Verizon shall have no obligation, and may decline: (a) to transport 9-1-1/E 9-1-1 Calls from one LATA to another LATA; and, (b) to provide interLATA facilities or services to transport 9-1-1/E9-1-1 Calls.

9-1-1 Attach. §1.4.2

For the transfer of 9-1-1/E9-1-1 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, each Party, at its own expense, shall provide transport between the PSAP for which such Party is the 9-1-1/E9-1-1 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA. If Intrado Comm obtains from Verizon transport between the PSAPs for which Intrado Comm is the 9-1-1/E9-1-1 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA, Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Verizon Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Verizon for such transport (including, but not limited to, rates and charges for Verizon-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network) Intrado Comm shall pay to Verizon the full Verizon rates and charges (as set out in Verizon's applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Verizon's network in a LATA and for any services, facilities and/or arrangements provided by Verizon for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Verizon for interconnection of Intrado Comm's network with Verizon's network). For the avoidance of any doubt, there shall be no reduction in any Verizon rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 9-1-1/E9-1-1 Calls delivered by Verizon to Intrado Comm.

Verizon avers that it does not oppose inter-selective router trunking and that interconnection between Verizon and Intrado for all 9-1-1 calls can, and should, be accomplished by means of connecting PSAPs using inter-selective router trunks. Verizon, however, contends that the details of Intrado's specific inter-selective routing proposal are unacceptable for a number of reasons. First, Verizon claims, Intrado's inter-selective router trunking proposal assumes that Intrado may force Verizon to deliver 9-1-1 calls

08-198-TP-ARB

-10-

being transferred from a Verizon-served PSAP to an Intrado-served PSAP at a POI on Intrado's network (Verizon Ex. 1, at 27).

Second, Verizon argues that because Intrado proposes to designate POIs on its own network when it serves a PSAP in a particular area, all of the inter-selective router trunking between Verizon's selective routers and Intrado's selective routers would be on Verizon's side of the POI. In other words, Verizon would have to pay for virtually all of the facilities necessary to deploy inter-selective router trunking (*Id.* at 28).

Third, Verizon claims that the PSAPs served by Verizon and Intrado must agree to transfer misdirected 9-1-1 calls between them before such transfers can occur. Verizon contends that the agreement between Verizon and Intrado cannot impose upon PSAPs specific interoperability provision without their consent. Verizon avers that, where PSAPs have agreed to transfer calls between themselves, Verizon will work with Intrado to establish arrangements for these transfers. Verizon contends that an interconnection agreement cannot purport to control the conduct of third parties or the services sold to them (*Id.* at 29).

Fourth, Verizon claims that Intrado's proposed language in support of its proposed call transfer methodology would require the parties to maintain inter-9-1-1-selective router dial plans. Verizon agrees that current dial plans are necessary to ensure proper transfer of calls and it is willing to provide this information to Intrado just as it does to other providers. However, Verizon argues that Intrado seeks an excessive level of dial-plan detail in the interconnection agreement that is not customary, appropriate, or workable (*Id.*).

Lastly, Verizon opines that inter-selective routing involves a peering arrangement between two carriers, each of which is a primary provider of 9-1-1 services to a PSAP in a different geographic area. This situation, Verizon contends, involves the cooperative efforts of the affected PSAP customers for the purposes of connecting two 9-1-1 networks without any involvement of the PSTN (*Id.* at 30). As such, Verizon avers, as this Commission has found, there is no basis on which to compel Section 251(c) interconnection (*Id.* at 30 citing 07-1216, Arbitration Award at 7, 8).

ISSUE 2 ARBITRATION AWARD

In the Commission's previous arbitration awards addressing this issue, the Commission determined that Section 251(a) of the Act is the applicable statute relative to the scenario in which Intrado and an ILEC each serve as primary providers of 9-1-1 service to different PSAPs, and transfer calls between each carrier's selective routers in order to properly route a 9-1-1 call (inter-selective call routing). The Commission has also concluded previously, as it does here, that it is appropriate to include terms and conditions for Section 251(a) arrangements in the parties' arbitrated interconnection

08-198-TP-ARB

-11-

agreement. In 07-1199, the Commission stated that "each designated [competitive emergency service telecommunications carrier] CESTC shall interconnect with each adjacent countywide 9-1-1 system to ensure transferability across county lines" (07-1199, Finding and Order issued February 5, 2008, at 9). Additionally, the Commission required that each CESTC is required to ensure call/data transferability between Internet protocol (IP) enabled PSAPs and non-IP PSAPs within the countywide 9-1-1 systems it serves, and to other adjacent countywide 9-1-1 systems, including those utilizing non-IP networks which are served by another 9-1-1 system service provider (*Id.*). As this call transfer capability is effectuated via inter-selective router trunking, the Commission determined in 07-1216 that it has effectively required the availability of inter-selective router trunking between adjacent countywide 9-1-1 systems and between Intrado and other 9-1-1 carriers. Thus, the Commission concurred with Intrado that the interconnection agreement should contain the framework for interconnection and interoperability of the parties' 9-1-1 networks through inter-selective routing. The Commission sees no reason to deviate from this determination in this instance. While both parties and the Commission agree that PSAP input is important, the Commission agrees with Intrado that the interconnection agreement should contain the framework for establishing the interconnection and interoperability of the parties' networks in order to ensure that inter-selective router capabilities can be provisioned once requested by a Ohio county or PSAP.

However, the Commission finds, in this instance, that Intrado's proposed language for Section 1.4.2.1 and 1.4.2.2 is too prescriptive in that the use of the word "shall" would potentially rule out other methods of inter-selective call routing, including the parties' joint provision of two-way trunks between their networks, an alternative proposed by Intrado witness Hicks. The Commission further notes that the "established POI(s)" described in Intrado's proposed language in Sections 1.4.2.1 and 1.4.2.2 may in fact not exist. For example, if Intrado does not serve end users whose designated PSAP for 9-1-1 calls is a Verizon-served PSAP, then a POI would not exist on Intrado's network to serve this PSAP. Furthermore, if the Intrado-served PSAP was previously served by an ILEC other than Verizon and the PSAP does not serve Verizon end user customers, then a POI on Verizon's network would also not exist. Therefore, the Commission directs the parties to substitute the word "may" for "shall" in Sections 1.4.2.1 and 1.4.2.2 of the *interconnection agreement*.

The Commission notes that in our decision to include terms and conditions for inter-selective routing in our 07-1216 Award, the Commission did not exclude Embarq from receiving compensation for implementing PSAP-to-PSAP call transfers from either the PSAP or Intrado. Similarly, the Commission finds that our decision here to include inter-selective routing terms and conditions does not preclude Verizon from receiving compensation for implementing PSAP-to-PSAP call transfers.

Finally, with respect to the sharing of dial plan information, to the extent that Verizon is currently sharing dial plan information, the Commission directs the parties to

08-198-TP-ARB

-12-

share dial plan information in a manner that is consistent with how Verizon currently shares dial plan information with other 9-1-1 carriers with which Verizon has inter-selective routing arrangements. The Commission, therefore, directs the parties to revise Section 1.4.4 to reflect the Commission's determination regarding the sharing of dial plan information.

Issue 3: Should the forecasting provisions be reciprocal?

Intrado proposed the following language with respect to 9-1-1 Attach. §1.6.2

Where the Parties have already established interconnection on a semi-annual basis each party shall submit a good faith forecast to the other party of the number of trunks that each party anticipates that the other party will need to provide during the ensuing two-year period for the exchange of traffic between Intrado Comm and Verizon. Both Parties' trunk forecast shall conform to the Verizon Trunk Forecast Guidelines as in effect at that time. Each Party also shall provide a new or revised traffic forecast that complies with the Verizon Trunk Forecast Guidelines when one party develops plan or becomes aware of information that will materially affect the Parties' interconnection.

Intrado maintains that, as co-carriers, each party should have reciprocal forecasting obligations (Joint Issues Matrix at 15, 16). In support of this, Intrado states that, given that the forecasts will be used to support the mutual exchange of traffic between the parties, there is no reason the forecasting obligation should not apply equally to both parties (Intrado Ex. 2, at 28, 29). Intrado indicates that it must have some indication from Verizon as to how many 9-1-1/E9-1-1 trunks will be required, in order to adequately groom its network (Intrado Initial Br. at 34).

Intrado further notes that Verizon is the current monopoly provider of 9-1-1/E9-1-1 services within its service territory, and concludes that Verizon is uniquely situated to judge how many 9-1-1/E9-1-1 calls are generally sent to a specific county or PSAP that may become Intrado's customer (Joint Issues Matrix at 15, 16). Intrado states that it needs some indication from Verizon as to how many 9-1-1/E-9-1-1 trunks will be required to support emergency calls between the parties' networks (Intrado Ex. 2, at 28) and that once the network is in place for any particular Intrado PSAP customer, only Verizon knows, based on its end user usage data, its end user demand for reaching the specific Intrado PSAP customer (Joint Issues Matrix at 15, 16). Intrado also maintains that it is limited in its ability to determine the actual demand for its services, as Intrado would be unaware of calls that were blocked due to trunk busy conditions on Verizon's network (Intrado Initial Br. at 35, 36). Intrado additionally maintains that it would be unable to know in advance of changes in Verizon's network that would affect trunk demands, which would limit its ability to have facilities ready when needed (Tr. 66).

08-198-TP-ARB

-13-

Intrado states that other provisions of the interconnection agreement, specifically Section 1.1.5 of the 9-1-1 Attachment, will not provide the same information as the proposed trunk forecasts. In support of its position, Intrado notes that Verizon's standard contract language includes both the forecasting requirement and the on-request meeting requirement in Section 1.1.5 (Intrado Initial Br. at 35, 36). Intrado further notes that it has a pending CLEC certification, which it claims would make the inclusion of reciprocal forecasting language even more important in the future (Intrado Reply Br. at 14).

Verizon proposed the following language with respect to 9-1-1 Attach. §1.6.2

Where the Parties have already established interconnection in a [local access and transport area] LATA, on a semi-annual basis, Intrado Com shall submit a good faith forecast to Verizon of the number of trunks that Intrado Comm anticipates that Verizon will need to provide during the ensuing two-year period for the exchange of traffic between Intrado Comm and Verizon. Intrado Comm's trunk forecast shall conform to the Verizon Trunk Forecast Guidelines as in effect at that time. Intrado Comm also shall provide a new or revised traffic forecast that complies with the Verizon Trunk Forecast Guidelines when Intrado Comm develops plans or becomes aware of information that will materially affect the Parties' interconnection.

Verizon states that Intrado's proposed forecasting reciprocity requirement in the 9-1-1 Attachment serves no useful purpose and imposes an unnecessary burden on Verizon and, thus, should not be included in the agreement (Verizon Ex. 1, at 30-32; Joint Issues Matrix at 15, 16).

Verizon maintains that Intrado, and not Verizon, will be in the best position to undertake forecasting. The number of trunks necessary for traffic flowing from Verizon to Intrado will depend on Intrado's success in the market, which is something Verizon cannot predict (Verizon Ex. 1, at 30-32). In addition, according to Intrado, to the extent that it enrolls PSAPs as customers, those PSAPs will have the best knowledge of call volumes from Verizon's serving area to the PSAP (*Id.*). Verizon further maintains that it will not be able to produce such forecasts with any accuracy, as the forecasts are dependent on knowledge that Verizon does not have, including the level of Intrado's potential success in the marketplace. Therefore, Verizon submits that requiring it to make these forecasts will "undermine" the proper sizing of the parties' networks (Verizon Reply Br. at 26). Finally, Verizon notes that the forecasting obligations already apply equally to both parties, pursuant to Section 1.1.5 of the 9-1-1 Attachment (*Id.*).

ISSUE 3 ARBITRATION AWARD

In light of the testimony at the hearing in this proceeding, it is surprising that the parties have been unable to resolve the issue here. The need of the parties to coordinate their facilities is both intuitively obvious and acknowledged by the parties. Equally obvious is the need for sharing each party's future expectations and plans to further that coordination.

At the hearing, Verizon's witness acknowledged that Intrado has similar needs for forecasting information as Verizon, and that Intrado will not know certain types of information, such as Verizon's network architecture and/or line losses to other competitors. Rather, the witness surmised that Intrado would be able to determine this information indirectly (Tr. 127, 128). The witness also indicated that Verizon would be amenable to meetings per §1.5.5 of the 9-1-1 Attachment to discuss trunk group information (*Id.* at 130, 131).

It seems unreasonable for Verizon to require of Intrado a regular form of reporting that Verizon considers an "unnecessary burden" if placed upon itself. It also seems unlikely that Verizon would wish to have to indirectly determine the other party's need for facilities, particularly given the literal life-and-death importance of 9-1-1 calls. Even if the parties cannot make forecasts based upon perfect knowledge, the parties sharing what knowledge they do have will serve to further the reliability of the 9-1-1 system. While Verizon maintains that the language in §1.5.5 of the 9-1-1 Attachment provides the ability to "work out these arrangements" (Verizon Reply Br. at 27 and footnote 20), the Commission is concerned that the meetings would be "on request by either Party." Absent knowledge of the other party's forecasts, it would be difficult to know whether such a meeting is required, leaving the parties with the need to request a meeting in order to determine whether there is a need to request a meeting.

Therefore, the Commission will require the trunk reporting to be reciprocal, as appears in Intrado's proposed language for §1.6.2 of the 9-1-1 Attachment. However, to eliminate any possible confusion, this conclusion is not intended to require the development of forecasts by either party specifically to meet this reciprocal requirement. Rather, in light of the fact that each party already develops trunk forecasts in the normal course of business, the Commission is simply requiring both parties to share the relevant parts of their forecasts. It should be further noted that, as this arbitration concerns an agreement that discusses exclusively the relationship between Verizon and Intrado as a CESTC, Intrado's certification as a CLEC and any related CLEC forecasts are not relevant in regard to this disputed issue.

Finally, while there is neither testimony nor briefing in support of the inclusion of the words "in a LATA" as proposed by Intrado for that same section, the Commission will

08-198-TP-ARB

-15-

require its inclusion as well, as it appears a reasonable clarification and is consistent with the agreed upon language in §1.6.1.

Issue 4 What terms and conditions should govern how the parties will initiate interconnection?

Intrado proposed the following language with respect to 9-1-1 Attach. §1.5

1.5.1 When Intrado Comm becomes the 9-1-1/E-9-1-1 Service Provider for a PSAP to which Verizon End Users originate 9-1-1/E-9-1-1 Calls and for which additional interconnection arrangements between the Parties need to be established, Intrado Comm shall provide written notice to Verizon of the need to establish such interconnection *in such LATA* pursuant to this Agreement.

1.5.5 After receiving the notice provided in Section 1.5.1 above, the Parties shall work cooperatively to (a) designate a minimum of two (2) geographically diverse POIs to be established on Intrado Comm's network if such POIs have not already been established; agree on the intended interconnection activation date; *create* a forecast of trunking requirements; and provide such other information as each Party shall reasonably request in order to facilitate interconnection.

1.5.6 The interconnection activation date shall be mutually agreed to by the Parties Within ten (10) Business Days of Verizon's receipt of Intrado Comm's notice provided for in Section 1.5.1 above, Verizon and Intrado Comm shall confirm the POI(s) to be established on Intrado Comm's network and the mutually agreed upon the interconnection activation date for the new interconnection arrangements.

1.5.7 Prior to establishing the new interconnection arrangements, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s).

Intrado contends that Verizon's proposed language will require Intrado to take certain steps when it seeks to initiate service in a LATA in which the parties are not already interconnected. Intrado explains that it has modified Verizon's proposed language to require Verizon to provide certain information to Intrado when Intrado is the 9-1-1 service provider (Intrado Ex. 2, at 32). This language includes the locations of two

08-198-TP-ARB

-16-

POIs on Intrado's network to deliver Verizon end users' 9-1-1 calls to PSAPs served by Intrado (Joint Issues Matrix at 16).

Intrado contends that, as interconnected carriers, Verizon should be required to provide information to Intrado prior to physical interconnection. Intrado avers that both parties will need to exchange information about their networks to ensure that they implement a reliable, redundant, and diverse network (Intrado Ex. 2, at 32). Intrado contends that this information would include which POIs are to be established on Intrado's network and a forecast of trunking requirements. Intrado further contends that its proposed language recognizes that the parties will be operating as co-carriers and thus should exchange information prior to initiating interconnection. Intrado explains that it characterizes the parties as co-carriers because, due to the importance of 9-1-1 services, the parties will be required to work together to ensure that adequate 9-1-1 arrangements are implemented to support the mutual exchange of 9-1-1 traffic between the parties' networks (*Id.* at 33).

Verizon proposed the following language with respect to 9-1-1 Attach. §1.5

1.5.1 For each LATA in which Intrado Comm becomes the 9-1-1/E9-1-1 Service Provider for a PSAP to which Verizon End Users originate 9-1-1/E9-1-1 calls and in which the Parties are not already interconnected pursuant to this Agreement, Intrado Comm shall provide written notice to Verizon of the need to establish such interconnection in such LATA pursuant to this Agreement.

1.5.5 [T]he notice provided in Section 1.5.1 above, shall include (a) the proposed POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in the relevant LATA in accordance with this Agreement; (b) Intrado Comm's intended Interconnection activation date; (c) a forecast of Intrado Comm's trunking requirements; and (d) such other information as Verizon shall reasonably request in order to facilitate interconnection.

1.5.6 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of Intrado Comm's notice provided for in Section 1.5.1 above, Verizon and Intrado Comm shall confirm the POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in the new LATA and the mutually agreed upon the interconnection activation date for the new LATA.

1.5.7 Prior to establishing interconnection in a LATA, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s) to be established at technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

Verizon contends that the language in dispute in Issue 4 is directly related to Issue 1 and whether Verizon can be forced to interconnect with Intrado at a POI on Intrado's network. Verizon avers that its proposed language correctly recognizes that, when Intrado signs up a new PSAP customer serving Verizon's end user customers, Intrado will need to establish interconnection on Verizon's network, and that certain steps need to be taken to initiate service at the POIs on Verizon's network (Verizon Ex. 1, at 33).

ISSUE 4 ARBITRATION AWARD

The Commission agrees with Verizon that this issue is directly related to Issue 1. In our Award for Issue 1, the Commission determined that, when Intrado is the 9-1-1 service provider to a PSAP serving Verizon end user 9-1-1 calls, Verizon is required to deliver its end users 9-1-1 traffic to a single POI on Intrado's selective router serving that PSAP within Verizon's service territory. Therefore, the Commission directs the parties to revise the language in dispute in Issue 4 to reflect these findings, including the mutual sharing of information regarding the location of the selective router prior to physical interconnection. The Commission agrees with Intrado that such information is necessary for both parties to perform appropriate engineering of their respective networks to ensure that adequate arrangements are in place between the parties to ensure the termination of 9-1-1 calls to the appropriate PSAP.

Issue 5 How should the Parties route 9-1-1/E9-1-1 calls to each other?

Intrado contends that its proposed language ensures that the parties are using the most efficient, most reliable traffic routing arrangements possible for the purpose of providing Ohio public safety entities with the benefits of a diverse and redundant network. Intrado explains that its proposed language has two main components – the trunking arrangements and the techniques necessary to efficiently route 9-1-1 calls between the parties' networks (Intrado Ex. 2, at 33). Intrado contends that it has proposed language requiring Verizon to implement certain minimum arrangements for routing 9-1-1 service traffic destined for Intrado PSAP customers, including multiple, dedicated, diversely routed 9-1-1 trunks. Intrado claims that Verizon has opposed undertaking these trunking activities when it terminates 9-1-1 service traffic on Intrado's network (*Id.*). Intrado claims that Verizon's template interconnection language imposes nearly identical

08-198-TP-ARB

-18-

requirements on CLECs that seek to terminate 9-1-1 calls on Verizon's network (*Id.* at 34). Intrado avers that it would accept reciprocal language for those instances when Intrado terminates 9-1-1 service traffic on Verizon's network (*Id.* at 34, 35).

Intrado states that its language proposes the use of dedicated trunking from Verizon's end offices to deliver Verizon end users' 9-1-1 calls to Intrado's selective router when Intrado is the designated 9-1-1 service provider to the PSAP (*Id.* at 35). Intrado claims that, today, Verizon uses dedicated trunking from its end offices for 9-1-1 calls within its own network and requires CLECs to directly interconnect to the appropriate selective router and deliver only 9-1-1 traffic from their end users to the 9-1-1 selective router directly connected to the PSAP designated to serve that caller's location (*Id.* at 37). In support of this claim, Intrado points out that Verizon's template interconnection agreement requires any CLEC seeking to complete its end users' 9-1-1 calls to Verizon's PSAP customers to establish a minimum of two dedicated trunks to each Verizon selective router located in the CLEC's serving area. Intrado explains that these interconnection arrangements are in addition to interconnection arrangements established by CLECs for the exchange of "plain old telephone service" (POTS) traffic (*Id.* at 36). Intrado avers that it is not dictating how Verizon routes traffic on Verizon's side of the POI, but is simply seeking the same type of arrangement that Verizon imposes on other carriers when Verizon services the PSAP (*Id.* at 37). Intrado claims that, like Verizon's template interconnection agreement language, Intrado's proposed interconnection agreement language does not dictate how Verizon will transport its end users' 9-1-1 calls to Intrado, only that it do so over direct, dedicated trunks from its end offices without switching the 9-1-1 call at Verizon's selective router. Intrado contends that, because the arrangement proposed by Verizon does not utilize dedicated trunking from the end office to the selective router, unnecessary switching will be introduced to the call path. Intrado claims that switching Verizon originating office traffic through a Verizon selective router is unnecessary when Intrado has been designated to serve the 9-1-1 service provider and poses an increased risk of call failure before the 9-1-1 call is passed to Intrado (*Id.* 40, 41).

In support of its proposed language, Intrado avers that the use of dedicated trunks is technically feasible and that Verizon can perform any required sorting of 9-1-1 traffic at the originating office when the originating office is a digital or analog electronic switching system (*Id.* at 43). Intrado claims its proposal is supported by industry recommendations and guidelines, which call for identifiable end office trunk groups for default routing. Intrado contends that Verizon's proposal to use a common trunk group for all 9-1-1 service traffic destined for Intrado's network is inconsistent with the National Emergency Number Association (NENA) recommendations (*Id.* at 45).

Verizon claims that Intrado's proposed language would require Verizon to buy or build a minimum of two new dedicated 9-1-1 trunks from each end office in areas where Intrado is the designated 9-1-1 service provider to an unspecified number of POIs somewhere on Intrado's network. Verizon contends that Intrado's proposal for direct end

08-198-TP-ARB

-19-

office trunking means that calls would no longer be aggregated at Verizon's selective router, which today sort calls to the appropriate PSAP. Verizon avers that, because Verizon's end offices do not have this call-sorting capability, some kind of new call-sorting method would have to be developed or deployed in those end offices (Verizon Ex. 1, at 35, 36). In situations where Intrado serves a PSAP, Verizon proposes to route calls from Verizon's customers to Intrado in the same way it routes calls to PSAPs today. Verizon explains that a 9-1-1 call from a Verizon end user would, therefore, travel to Verizon's selective router over Verizon's existing trunks and then the selective router would route the call to a POI on Verizon's network, from which Intrado will carry the call to its selective router (*Id.* at 36).

Verizon avers that Intrado's proposal for Verizon to install direct trunks from its end offices to POIs on Intrado's network results in Intrado inappropriately dictating how Verizon designs its own network for the routing of calls on Verizon's side of the POI. Verizon contends there is nothing that would justify one carrier dictating to another carrier the manner in which it transports traffic within its own network (*Id.* at 36, 37). Verizon further argues that Intrado's direct trunking proposal would dictate how other carriers design their network, by requiring them to also direct trunk to Intrado's network rather than routing their traffic through Verizon's selective routers, as most CLECs and wireless carriers do today (*Id.* at 37). Verizon claims the use of selective routers is efficient because it enables a company to aggregate and route calls to multiple PSAPs through a single switch. Conversely, Verizon contends, it is not efficient to build multiple trunks from multiple end offices to multiple selective routers, as Intrado's proposal would require (*Id.* at 45). Verizon avers that the ILEC alone is responsible for what happens on its side of the POI, just as the CLEC is responsible for what happens on its side of the POI (*Id.* at 47).

ISSUE 5 ARBITRATION AWARD

Pursuant to our award for Issue 1, discussed *supra.*, and our previous arbitration awards involving Intrado, Intrado's selective router serving the caller's designated PSAP is considered the POI when Intrado is the service provider for a specified PSAP. With regard to the trunking arrangements used for the exchange of 9-1-1 traffic when Intrado is the designated provider relative to the specific PSAP, the Commission finds that, consistent with our previous arbitration awards in 08-537, 07-1216, and 07-1280, Verizon bears the cost and is generally entitled to establish routing for its 9-1-1 calls on its side of the POI.

The Commission notes that no new arguments relative to this issue have been presented in this proceeding other than those raised in the previous Intrado arbitrations. Therefore, consistent with our previous findings, Verizon is not required to establish direct trunking to Intrado's selective router(s) in those situations in which Intrado is the 9-1-1 service provider to the PSAP. Rather, Verizon will be allowed to engineer its network on

08-198-TP-ARB

-20-

its side of the POI, including the use of its selective router(s), for the delivery of its 9-1-1 traffic to Intrado's selective router.

Issue 6 Should 9-1-1 Attach. §1.1.1 should include reciprocal language describing both Parties' 9-1-1/E9-1-1 facilities?

Intrado proposes the following language with respect to this disputed issue

For areas where Verizon is the 9-1-1/E9-1-1 Service provider, Verizon provides and maintains such equipment and software at the 9-1-1 tandem/selective router(s) or selective router(s) and, if Verizon manages the ALI Database, this includes the ALI Database, as is necessary for 9-1-1/E9-1-1 calls . . .

Intrado takes the position that, because the interconnection agreement identifies what components comprise Intrado's 9-1-1/E9-1-1 service offering, the interconnection agreement should contain a reciprocal provision identifying the components that comprise Verizon's 9-1-1/E9-1-1 system (Joint Issues Matrix at 22). Intrado's witness indicated that, optimally, Section 1.1.1 of the 9-1-1 Attachment should describe the function of 9-1-1 features, rather than the tools used to provide the features (Intrado Ex. 2, at 51). Intrado states that it has proposed language identical to the language in Verizon's template interconnection agreement (*Id.*). However, Intrado's witness acknowledged that Intrado and Verizon have different networks, so an accurate description of those networks would not necessarily be reciprocal (Tr. 70, 71). Intrado opines that the revised language offered by Verizon erroneously describes the access from Verizon's end users as part of the Verizon network (Intrado Initial Br. at 48).

Verizon proposes the following language with respect to Issue 6:

For areas where Verizon is the 9-1-1/E9-1-1 Service provider, Verizon provides and maintains (a) Verizon 9-1-1/E9-1-1 tandem/selective router(s) for routing 9-1-1/E9-1-1 calls from Verizon end offices to PSAP(s) and (b) if Verizon manages the ALI Database, the ALI Database . . .

Verizon states that Intrado's language is unacceptable because it does not accurately describe Verizon's network arrangements and capabilities due to the fact that it does not reflect the location of a 9-1-1 Tandem/Selective Router in Verizon's network (at a point between Verizon's end offices and the PSAPs) or the function of a 9-1-1 Tandem/Selective Router in Verizon's network (to route 9-1-1/E9-1-1 calls from Verizon end offices to PSAPs). Verizon specifically notes that Intrado's language with respect to Verizon's "Tandem/Selective Router(s)" is deliberately vague as to the function of these routers (Verizon Ex. 1, at 58, 59). Verizon posits that this language is intended to force Verizon to bypass its own selective routers and implement some new form of call routing (*Id.*).

08-198-TP-ARB

-21-

Verizon concludes that its proposed language should be adopted inasmuch as it accurately describes Verizon's network arrangements and capabilities (Joint Issues Matrix at 22).

ISSUE 6 ARBITRATION AWARD

While Intrado states that it seeks language describing the 9-1-1 networks as being "reciprocal" and "identical" (Intrado Ex. 2, at 51), the Commission notes that Intrado's own witness acknowledged that "identical" language might not accurately describe each network (Tr. 71). Additionally, the Commission notes that the language proposed by Intrado is neither "reciprocal" nor "identical." In particular, the description of the network where Intrado is the 9-1-1 service provider refers to Intrado's own selective router. Intrado's proposed description of Verizon's 9-1-1 network, when Verizon is the 9-1-1 service provider, is not so specific, referring only generically to "the 9-1-1 Tandem/Selective Router(s) or selective router(s)." This lack of specificity appears to form the basis of Verizon's concern.

In contrast to Intrado's proposed description of Verizon's 9-1-1 network, the Commission finds that Verizon's proposed description of its 9-1-1 network is very specific and limiting in scope. On the other hand, Verizon's template language describing a 9-1-1 network, as reflected in Verizon's description of Intrado's 9-1-1 network, is more flexible, referring to "such equipment and software at the [carrier's] 9-1-1 Tandem/Selective Router." The template language proposed by Verizon to describe Intrado's network is not objectionable to Intrado and, presumably, from Verizon's perspective appears to appropriately describe the systems and functions of a 9-1-1 network, in sufficient specificity for the purposes of §1.1.1 of the 9-1-1 Attachment. Therefore, the Commission directs that the descriptions of each party's 9-1-1 network be truly reciprocal, and incorporate the following template language:

For areas where Verizon is the 9-1-1/E9-1-1 Service Provider, Verizon provides and maintains such equipment and software at the Verizon 9-1-1 Tandem/Selective Router(s) and, if Verizon manages the ALI Database, the ALI Database, as is necessary for 9-1-1/E9-1-1 Calls. For areas where Intrado is the 9-1-1/E9-1-1 Service Provider, Intrado provides and maintains such equipment and software at the Intrado 9-1-1 Tandem/Selective Router(s) and, if Intrado manages the ALI Database, the ALI Database, as is necessary for 9-1-1/E9-1-1 Calls.

Issue 7 Should the agreement contain provisions with regard to the Parties maintaining ALI steering tables, and, if so, what should those provisions be?

Intrado proposes the following language with respect to 9-1-1 Attach. §1.2.1:

08-198-TP-ARB

-22-

The parties shall work cooperatively to maintain the necessary ALI steering tables to support display of ALI between the parties' respective PSAP customers upon transfer of 9-1-1/E9-1-1 calls.

Intrado indicates that the parties need to work together as co-carriers to support call transfer capabilities (Joint Issues Matrix at 22, 23). Intrado further states that interoperability ensures that 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 the 9-1-1 service provider, while still retaining access to the critical caller location information associated with the call (i.e., ALI) (*Id.*). Intrado also notes that ALI steering would be required should a Verizon-served PSAP be the recipient of a transferred 9-1-1 call (Intrado Initial Br. at 50). Intrado concludes that each party should, therefore, be required to maintain appropriate updates and routing translations for 9-1-1/E9-1-1 services and call transfers (Joint Issues Matrix at 22, 23). In support of this requirement, Intrado states that, while stand-alone ALI is an information service, it is also an integral component of the provision of 9-1-1 service (Intrado Ex. 1, at 24) as demonstrated by the Federal Communications Commission's (FCC) definition of 9-1-1 services (*Id.* at 25).

Intrado also notes that the existing commercial agreements between Intrado's affiliate and Verizon do not address the services under discussion in the context of this issue (*Id.* at 26). Additionally, Intrado indicates that Intrado Inc. is the only affiliate of Intrado that has a contractual arrangement with Verizon, and that the existing arrangement is a licensing agreement for the provision of software (Tr. 17). Inasmuch as Intrado is not a party to any agreement, Verizon may have with an affiliate, Intrado opines that it cannot avail itself of the provisions of that contract (*Id.*).

Intrado represents that its proposed language would require the parties to work cooperatively to maintain the necessary ALI steering tables to ensure that accurate and up-to-date ALI information is displayed when a wireless, Internet protocol (IP) enabled, or voice over Internet protocol (VoIP) 9-1-1/E9-1-1 call is transferred between the parties' networks (Intrado Ex. 2, at 53). Specifically, Intrado states that its language would require Intrado and Verizon to work cooperatively and store the pseudo-ANI (pANI) numbers associated with adjacent PSAPs in each party's respective ALI steering tables. Intrado states that this single mutual effort will permit a PSAP that receives a call transfer associated with a wireless or nomadic VoIP call to also receive the ALI information (*Id.* at 54). Intrado claims that as many as 30-40 percent of wireless 9-1-1 calls routinely require transfer to another PSAP, regardless of the 9-1-1/E9-1-1 service provider involved (Intrado Initial Br. at 50). Intrado posits that, without the language requested by Intrado, Ohio PSAPs opting for a competitive 9-1-1 solution will lose the ability to receive a call transfer with ALI from a Verizon served PSAP, and Verizon served PSAPs will also be unable to receive a call transfer with ALI from a PSAP served by a competitive provider (*Id.*). Intrado's witness clarified that the proposed language only affects call transfers from VoIP

08-198-TP-ARB

-23-

or wireless calls and that wireline call transfer capabilities are unaffected (Tr. 72). Finally, Intrado asserts that interoperability and call transfer capabilities have been mandated by the Commission in 07-1199 (Intrado Ex. 2, at 53).

Verizon agrees with Intrado that the parties should work together to ensure that misdirected 9-1-1 calls are directed to the proper PSAP. Verizon explains that this is the reason that it agreed to language requiring the parties to "establish mutually acceptable arrangements and procedures for inclusion of Verizon End User data in the ALI Database" for areas where Intrado is the 9-1-1 provider and manages the ALI database (Verizon Ex. 1, at 59-61). However, Verizon posits that, because the FCC has determined that the provision of caller location information to a PSAP is an information service, and not a telecommunications service, such services fall outside the scope of interconnection agreements negotiated and arbitrated under Sections 251 and 252 (*Id.*). Therefore, Verizon objects to Intrado's proposed language with respect to 9-1-1 Attach. §1.2.1. Rather, Verizon submits that, to the extent an agreement is needed to regulate communications between the parties' ALI databases, a separate commercial agreement should be utilized. In fact, Verizon believes that such a commercial agreement is already in place between Verizon and Intrado (or an affiliate of Intrado) (Verizon Reply Br. at 38). Verizon states that, to its knowledge, this commercial agreement with Intrado provides Intrado with everything it needs to conduct its business with respect to ALI database arrangements between the parties (Verizon Ex. 1, at 59-61).

While Verizon recognizes that it has commercial agreements that address the creation of steering tables, it notes that there is no language in these agreements requiring Verizon to "maintain" another E9-1-1 service provider's steering tables, as proposed by Intrado (*Id.*). Verizon concludes that, if Intrado believes that the existing commercial agreement needs to be modified, this issue should be properly addressed outside the context of a Section 251/252 interconnection agreement (*Id.*).

ISSUE 7 ARBITRATION AWARD

The purpose of an ALI database is to associate a telephone number with a physical location. The function of the Selective Router database is similar. This purpose must be served twice in the process of a 9-1-1 call; first to determine where to terminate the call, and again to provide the PSAP with the location information associated with the caller. Thus, the ALI database may potentially serve both as a telecommunication service and as an information service. The separation of the ALI function into separate databases is a result of the network and database design choices. This is demonstrated by Verizon's own new architecture under deployment, in which the ALI and Selective Router databases are not segregated. The ALI database in that architecture is queried twice, once for call set-up and then again for the information requested by the PSAP (Tr. 162, 163). The first use is clearly a part of a telecommunications service; the latter is a part of an information service. However, regardless of the status and use of the ALI database, the issue at hand with

08-198-TP-ARB

-24-

respect to the disputed contract language concerns ALI steering tables. The function of an ALI steering table is to provide the PSAP with a critical bit of information for a wireless or VoIP call; i.e., which ALI database should be queried in order to determine the location associated with the calling number (Tr. 164, 165).

A telecommunications service, as defined by the 1996 Act is defined as "...the offering of telecommunications for a fee directly to the public, or to such class of users as to be effectively available to the public..."⁴⁷ U.S.C §153(46). The 1996 Act also defines telecommunications as "...transmission ... of information of the user's choosing..."⁴⁷ U.S.C. §153(43). Inasmuch as the user of 9-1-1 presumably chooses to have the PSAP receive the information needed for the PSAP to determine the caller's physical location, the delivery of information to the PSAP which makes this possible is a telecommunication service.³ In a wireline 9-1-1 call, the information of "which ALI database to query" is provided as part of delivering a 9-1-1 call in the context of physical interconnection. For those calls which require an ALI steering database (non-PSTN calls), the ALI steering database is required to provide that same information. On this basis, the Commission concludes that ALI steering is clearly part of a telecommunications service.

In addition, the language in question discusses specifically the coordination of ALI steering tables in the context of PSAP-to-PSAP call transfer. There are two possible ways of viewing a PSAP-to-PSAP call transfer. It can be viewed as a telecommunication between two PSAPs, or as a part of the process of a 9-1-1 call. In the latter instance, the Commission determines that the ALI steering function is part of a telecommunication service. In the former instance, the ALI steering table information is part of the information which the transferring PSAP wishes to convey to the receiving PSAP. This is consistent with the definition of "telecommunications" and clearly constitutes "transmission of information between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received."

Verizon has argued that the proposed language will require it to "maintain" another 9-1-1 provider's steering tables. The Commission is not convinced that a requirement to "work cooperatively to maintain" the steering tables is different from any other aspect of interconnection that requires cooperation and coordination.

Therefore, the Commission concludes that the language in question refers to a telecommunications service and, thus, is appropriate for inclusion in an interconnection

³ While the user may not specify the "points" that information is transmitted "between and among," it is only because that function is transparent to the user. A 9-1-1 system where it was not transparent to the user would actually be less effective and more cumbersome than one in which information on the caller's location is not available.

08-198-TP-ARB

-25-

agreement. The parties are directed to incorporate Intrado's proposed language in the interconnection agreement to be filed in this proceeding.

Issue 8 Should certain definitions related to the parties' provision of 9-1-1/E9-1-1 service be included in the interconnection agreement and what definitions should be used?

Intrado notes that the disputes between the parties with respect to the definition of "9-1-1/E9-1-1 Service Provider" and the definition of "POI" deal with the location of the POI and are addressed under Issue 1.

With regard to the definition of ANI, Intrado proposes that the term be defined as the "telephone number associated with the access line from which a call originates." Intrado points out that this is the same definition as that set forth in the NENA Master Glossary (Intrado Initial Br. at 51, citing *NENA Master Glossary of 9-1-1 Terminology*, NENA-00-001, Version 11 [May 16, 2008], at 17). Intrado states that it proposed that this term and definition be included in the interconnection agreement because the term is used in Intrado's proposed language in other sections of the interconnection agreement (*Id.*). Intrado opines that, while Verizon does not appear to have an issue with the substance of the definition, it does not agree with Intrado's proposed language in other sections of the interconnection agreement and, thus, does not think that inclusion of the term is necessary (*Id.*).

With respect to the definition of "9-1-1 Tandem/Selective Router," Intrado proposes that the term be defined as "switching or routing equipment that is used for routing and terminating originating end user 9-1-1/E9-1-1 calls to a PSAP and/or transfer of 9-1-1/E9-1-1 calls between PSAPs." Intrado submits that its proposed definition accurately reflects the functions that will be performed. Intrado notes that the FCC has stated that a selective router receives 9-1-1/E9-1-1 calls and forwards those calls to the PSAP that has been designated to serve the caller's area (*Id.* citing *Requirements for IP-Enabled Service Providers*, 20 FCC Rcd 10245, [2005] at ¶15). Intrado states that it is well-established that selective routers are used to transfer 9-1-1/E9-1-1 calls between PSAPs (*Id.*).

Intrado suggests that Verizon's proposed language for "Verizon 9-1-1 Tandem/Selective Router" and "Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center" should be rejected, as these two Verizon-proposed definitions are unnecessary and repetitive of the general definitions for these terms (*Id.* at 52). Intrado notes that, inasmuch as the terms "9-1-1 Tandem/Selective Router" and "Interconnection Wire Center" are already defined in the interconnection agreement, there is no reason for separate, Verizon-specific definitions for these terms (*Id.*).

With respect to the definitions in dispute, Verizon proposed as follows:

08-198-TP-ARB

-26-

9-1-1 Tandem/Selective Router- Switching or routing equipment that is used for routing 9-1-1/E9-1-1 calls. In Verizon's network, a 9-1-1 Tandem/Selective Router receives 9-1-1/E9-1-1 calls from Verizon's end offices and routes these 9-1-1/E9-1-1 calls to a PSAP.

Verizon 9-1-1 Tandem/Selective Router- A 9-1-1 Tandem/Selective Router in Verizon's network which receives 9-1-1/E9-1-1 calls from Verizon end offices and routes these 9-1-1/E9-1-1 calls to a PSAP.

Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center- A building or portion thereof which serves as the premises for a Verizon 9-1-1 tandem/Selective Router.

Verizon opines that the source of the parties' disputes about the definitions raised in Issue 8 centers on Intrado's network architecture proposal (Verizon Initial Br. at 38). Verizon maintains that Intrado's definitions for Issue 8 must be rejected inasmuch as they incorrectly assume that Intrado is entitled to select POIs on its own network and that Verizon must interconnect with Intrado by means of direct trunks supplied by Verizon that would bypass Verizon's selective routers (*Id.*).

Verizon maintains that Intrado's language does not accurately reflect the structure of Verizon's network and the location and operation of 9-1-1 Tandem/Selective Routers in Verizon's network. Verizon submits that its own definitions of "9-1-1 Tandem/Selective Router" and "Verizon 9-1-1 Tandem/Selective Router" establish that, in Verizon's network, the 9-1-1 Tandem/Selective Router is located between the Verizon end office and the PSAP and may be used to route calls from the Verizon end office to Intrado's POI (*Id.*). Verizon maintains that Intrado's opposition to Verizon's language is premised on Intrado's incorrect position that Verizon must forgo using its selective routers to send 9-1-1 calls to Intrado-served PSAPs (*Id.*).

Verizon submits that its proposed definition of "Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center" is appropriate inasmuch as one of the POIs on Verizon's network is specifically stated in the 9-1-1 Attachment to be a "Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center."

ISSUE 8 ARBITRATION AWARD

As noted by Intrado, the following six definitions are in dispute between the parties: (1) ANI; (2) 9-1-1/E9-1-1 Service Provider; (3) 9-1-1 Tandem/Selective Router; (4) POI ; (5) Verizon 9-1-1 Tandem/Selective Router; and (6) Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center. As noted by Verizon, each of the glossary definitions identified in Issue 8 is referenced in one or more of the draft interconnection agreement

08-198-TP-ARB

-27-

sections in Issues 1, 2 and 5. Therefore, the resolution of these definitional issues is driven by, and must be consistent with, this Commission's decisions on Issues 1, 2 and 5.

With regard to these issues, this Commission has determined that Verizon will be required, where Intrado is the provider for a given PSAP, to deliver its customers' 9-1-1 calls destined for that PSAP to a POI on Intrado's selective router (or network) for termination (Issue 1). The Commission has also determined that Intrado's POI for this purpose must be located within Verizon's service territory (Issue 1). Also, the Commission has concluded that Verizon may engineer its network on its side of the POI as it sees appropriate, and bears the cost of doing so (Issues 1 and 5). Finally, the Commission found that the interconnection agreement should include the basic framework for PSAP-to-PSAP call transfer (Issue 2).

While, based on the record in this proceeding, it appears that Verizon intends to use its selective router facilities to route 9-1-1 calls to Intrado where Intrado is the designated provider for the destination PSAP, this may not be how Verizon chooses to operate in the future. Verizon has already indicated on the record in this proceeding that it is in the process of rolling out a new architecture for selective routing (Tr. 162, 163). Given that this interconnection agreement should ideally outlast the current architecture, this Commission favors a more generic definition of a "9-1-1 Tandem/Selective Router." Therefore, the Commission finds that, rather than either of the parties' proposed language, the definition to be utilized should be as follows: "Switching or routing equipment that that is used for routing 9-1-1/E9-1-1 calls and/or providing the transfer of 9-1-1/E9-1-1 calls between PSAPs."

As to the more specific definitions proposed by Verizon to be applied to "Verizon 9-1-1 Tandem/Selective Router" and "Verizon 9-1-1 Tandem/Selective Router Interconnection Wire Center," the Commission agrees with Intrado that establishing a separate definition for those owned by Verizon adds no useful specificity. As to Verizon's claim that it is unlawful for it to be prohibited from using its selective routers to send 9-1-1 calls to Intrado-served PSAPs, it needs to be made clear that this Commission has already established that a PSAP would have only one carrier for each type of 9-1-1 call (wireline, wireless, or VoIP). If that carrier is Intrado, then Verizon must deliver its applicable 9-1-1 calls to Intrado for termination to the relevant PSAP, though it may engineer its network however it chooses, consistent with Issue 1. By reaching this determination, the Commission is not prohibiting Verizon from utilizing its selective routers.

Finally, as is discussed in Issue 1, the parties are instructed to include the phrase "with ANI" where applicable. Therefore the Commission will also instruct the parties to include the definition of ANI proposed by Intrado, as it is the definition set forth in the NENA Master Glossary and is, therefore, consistent with the usage of the term generally.

08-198-TP-ARB

-28-

Issue 9 Should 9-1-1 Attachment Section 2.5 be made reciprocal and qualified as proposed by Intrado?

Verizon proposed the following language in 9-1-1 Attach. §2.5, that would allow it to directly deliver 9-1-1/E9-1-1 calls to one of Intrado's PSAP customers:

Nothing in this agreement shall be deemed to prevent Verizon from delivering 9-1-1/E9-1-1 calls directly to a PSAP for which Intrado Comm is the 9-1-1/E9-1-1 service provider.

Further, in an attempt to address concerns raised by Intrado, Verizon also proposed the following language in 9-1-1 Attach. §2.6, that would allow Intrado to directly deliver 9-1-1/E9-1-1 calls to one of Verizon's PSAP customers:

Nothing in this agreement shall be deemed to prevent Intrado from delivering by means of facilities provided by person other than Verizon, 9-1-1/E9-1-1 calls directly to a PSAP for which Verizon is the 9-1-1 service provider.

Intrado objects to Verizon's proposed language contained in 9-1-1 Attach. §§2.5 and 2.6. Intrado opines that the proposed language should be rejected based on its belief that this is a matter outside of the scope of a Section 251(c) interconnection agreement (Intrado Initial Br. at 53). At a minimum, Intrado avers that the adopted language should reflect that either party may only be permitted to directly deliver 9-1-1/E9-1-1 calls to the other party's PSAP customer if the PSAP customer specifically authorizes the requesting party to do so (*Id.*). In support of its position, Intrado points out that there may be instances where a PSAP may select more than one 9-1-1/E9-1-1 service provider. For example, Intrado recognizes that a PSAP may choose to have both Verizon and Intrado provide 9-1-1/E9-1-1 services (*Id.* citing Intrado Ex. 2, at 60; Tr. 86). To the extent that this scenario exists, Intrado opines that the adopted language should reflect that such arrangements are to be driven by the PSAP, and not pursuant to Verizon's unilateral mandates (*Id.* citing Tr. 87).

While Verizon believes that its proposed §2.6 addresses Intrado's concerns related to reciprocity, Verizon rejects Intrado's proposed clarification that the interconnection must be authorized by the PSAP. Specifically, Verizon submits that whether a party has a right to deliver calls to a PSAP is a matter between that party and the PSAP and is outside the scope of the parties' agreement. Verizon considers Intrado's proposed language to be an unwarranted intrusion upon its rights with respect to third parties (Verizon Initial Br. at 39, citing Verizon Ex. 1, at 68, 69).

ISSUE 9 ARBITRATION AWARD

Based on a review of the parties' stated positions, the Commission agrees with Verizon that the issue of whether party has a right to deliver calls to a PSAP is a matter between that party and the PSAP and is outside the scope of the interconnection agreement before the Commission in this proceeding. In reaching this determination, the Commission recognizes that a PSAP may choose to enter into agreements with two separate 9-1-1/E9-1-1 providers based on its own individual needs and situation. The specifics of such arrangements extend beyond the scope of this arbitration proceeding. Therefore the Commission agrees with Intrado that Verizon's proposed language in 9-1-1 Attach. Sections 2.5 and 2.6 should be deleted.

Issue 10 What should Verizon charge Intrado for 9-1-1/E9-1-1 related services and what should Intrado charge Verizon for 9-1-1/E9-1-1 related services?

Issue 12 Can Verizon require Intrado to charge the same rates as, or lower rates than, the Verizon rates for the same services, facilities, and arrangements?

Intrado proposed the following language:

9-1-1 [Attach.] §1.7.3 ...When Intrado Comm is the 9-1-1/E9-1-1 Service Provider, Verizon shall pay to Intrado Comm the full Intrado Comm rates and charges (as set out in this Agreement) for interconnection at the POI(s) established by the Parties on Intrado Comm's network for any services, facilities and/or arrangements provided by Intrado Comm for such interconnection.

Additionally, Intrado Comm proposed Pricing Appendix B, captioned "Intrado Comm. Services"

As the first portion of Issue 10 (what Verizon may charge Intrado) focuses on whether and how the agreement may reference the parties' tariffs, this aspect will be addressed under Issue 11, which deals more directly with the issue of tariffs.

With regard to the rates that Intrado is proposing to charge Verizon under Issue 10, Intrado states that it should have reciprocal rights to charge Verizon "port" or "termination" charges when Verizon interconnects with its network. Intrado further states that, while it believes that Verizon imposes trunk port or termination charges on carriers seeking to terminate 9-1-1/E9-1-1 service traffic on Verizon's network, it notes that these

08-198-TP-ARB

-30-

charges may not be separately stated by Verizon but, rather, may be contained in other rates Verizon imposes on competitors for 9-1-1/E9-1-1 services (Intrado Ex. 1, at 29). Intrado states that its rates are similar to those charged by Verizon for trunk ports and connections to its network (Joint Issues Matrix at 25, 26).

In addition, Intrado posits that, while Section 252 authorizes state commissions to determine whether the rates to be charged by the ILEC are just and reasonable, it provides no authority for a state commission to adjudicate a competitor's rates during a Section 252 proceeding. Intrado states that, to the extent that Verizon wishes to challenge Intrado's proposed rates, it should file a separate proceeding. (Intrado Initial Br. at 56, citing Virginia Arbitration Order at ¶588).

Further, Intrado states that its rates should not be capped at the rate that Verizon charges for "comparable" services (Joint Issues Matrix at 31). Intrado submits that neither federal nor state law requires a competitor's rates, aside from intercarrier compensation, to be capped at the rates charged by the ILEC. Additionally, Intrado asserts that there is no requirement that Intrado's rates should be "benchmarked" against Verizon's rates given that Verizon's argument for "benchmarking" is based on intercarrier compensation rates (Intrado Initial Br. at 60). Further, Intrado points out that the FCC's Wireline Competition Bureau, as well as several state commissions, have already rejected Verizon's argument (*Id.* at 61). Finally, Intrado argues that this Commission has already made clear that Intrado's rates are "reasonable" (*Id.* at 57).

Verizon notes that the parties have agreed that the transport and termination of 9-1-1/E9-1-1 calls will be handled on a non-charged basis. Thus, according to Verizon, there should be no language in the interconnection agreement that would allow Intrado to bill Verizon any charges for the transport and termination of 9-1-1/E9-1-1 calls from Verizon end users to PSAPs served by Intrado or for the transport and termination of 9-1-1/E9-1-1 calls transferred from Verizon-served PSAPs to Intrado-served PSAPs (Joint Issues Matrix at 27).

In addition, Verizon maintains that, since Intrado is obligated to interconnect with Verizon at a technically feasible POI on Verizon's network, there should also be no Intrado charges for Intrado-provided facilities that carry 9-1-1/E9-1-1 calls, and no charges for interconnection to the Intrado network (*Id.* at 27, 28). Verizon also maintains that the rates Intrado has proposed for what it calls "port" or "termination" charges (but which are not specified as such in the agreement) are completely arbitrary and unsupported by any cost or other evidence. Verizon states that it is not clear from Intrado's proposed language what activities these charges cover, or how such charges were developed (*Id.* at 28, 29).

Verizon proposes language in the Pricing Attachment that would require Intrado to charge no more than Verizon charges Intrado for the same services, facilities, and arrangements (Verizon Ex. 1, at 76, 77). Verizon notes that, as an ILEC, its rates are subject

08-198-TP-ARB

-31-

to Commission scrutiny and, therefore, are subject to a presumption of reasonableness (Verizon Initial Br. at 44). Verizon states that, if Intrado wants to charge Verizon higher rates, Intrado should be required to show, based on its costs, that its proposed rates are reasonable. Verizon observes that the practice of benchmarking CLEC rates to ILEC rates is a common approach to preventing CLEC pricing abuses used by this Commission (Joint Issues Matrix at 31).

Verizon observes that rate parity provisions are standard terms in Verizon's interconnection agreements, and benchmarking to the ILEC's rates is quite common in a number of areas. Verizon notes that CLECs must charge ILECs the same reciprocal compensation rates as the ILEC charges the CLEC, unless the CLEC can justify higher rates based on its costs. In addition, according to Verizon, the FCC and numerous states, including Ohio, have requirements capping CLEC access rates at the rate of the competing ILEC (Verizon Ex. 1, at 77, 78).

ISSUES 10 AND 12 ARBITRATION AWARD

As to whether Intrado can charge Verizon for ports while, with respect to its own rates, Verizon differentiates between transport and termination charges for 9-1-1, and facilities charges, the ILEC fails to recognize this same distinction with respect to Intrado. Specifically, Verizon indicates that Intrado will have to pay for a POI on Verizon's network (Tr. 135), and will have to pay for any facilities it obtains from Verizon to transport calls from that POI to Intrado's network (Joint Issues Matrix at 27, 28). At the same time, Verizon notes that the parties have agreed not to charge for transport or termination of 9-1-1 traffic (Verizon Ex. 1, at 72, 73). This recognizes a distinction between transport and termination, for which Verizon will not charge, and facilities, for which Verizon will charge. However, when discussing Intrado's port charges to Verizon, Verizon appears to ignore this distinction and, instead, inappropriately concludes that, because the parties have agreed not to charge for transport or termination, Intrado should also not charge for switch port facilities (*Id.*).

Regarding the rates Intrado can charge, while it is indeed true that CLEC rates are regularly compared to, or capped at, the rates of the ILEC with which they compete, the requirement to do so is limited to intercarrier compensation (i.e. switched access and reciprocal compensation) and does not extend to the issues in dispute in this proceeding. The Commission observes that, despite Verizon's statement that benchmarking is "quite common in a number of areas," the company has identified only a single example from the New York Public Service Commission that applies such benchmarking to the provision of facilities, such as switch ports. While the state of New York may have an "established practice" of benchmarking facilities charges to those of the ILEC, Ohio does not, and we see no compelling reason to establish such a practice in this case.

08-198-TP-ARB

-32-

Intrado contends that Section 252 provides no authority for a state commission to adjudicate a competitor's rates during a Section 252 proceeding. In addressing this contention, the Commission points out that it is simply exercising its authority pursuant to Sections 252(b)(1) and 252(b)(4) to consider those issues presented for arbitration and to determine the reasonableness of the resulting interconnection agreement terms and conditions. Specifically, Verizon has presented for arbitration the issue of Intrado's proposed port charges. Therefore, this Commission clearly has the authority in the context of this proceeding to determine appropriate rates for Intrado's port charges, notwithstanding the fact that the Commission is not relying upon the pricing standards set forth in Section 251(d).

While maintaining that any attempt by Verizon to challenge the appropriateness of Intrado's rates lies outside this arbitration proceeding, Intrado, at the same time, cites other arbitration decisions of this Commission to support the contention that its proposed rates are reasonable (Intrado Initial Br. at 56, 57; Intrado Reply Br. at 16, each citing 08-537, Arbitration Award at 21). The Commission finds it contradictory for Intrado to first claim that this Commission has no authority to decide the question of the appropriateness of the proposed rates, but then cite to this Commission's previous decisions in support of its contention that its proposed rates are reasonable. If it wishes to cite this Commission's prior arbitrations to support the reasonableness of its rates, it cannot then argue that the Commission cannot arbitrate those rates.

The Commission, therefore, finds that the proposed language should be incorporated in the final interconnection agreement as follows:

9-1-1 Attachment Section 1.7.3 - Intrado's proposed final sentence beginning "When Intrado Comm is the 9-1-1/E9-1-1 Service Provider..." and ending "...for such interconnection."

Pricing Attachment Appendix B, captioned "INTRADO COMM SERVICES" should be adopted.

Finally, as noted above, the issue of the inclusion of tariff references in the agreement is discussed at length in the context of Issue 11.

Issue 11 Should all "applicable" tariff provisions be incorporated into the agreement? Should tariffed rates apply without a reference to the specific tariff? Can tariffed rates automatically supersede the rates contained in Pricing Attachment, Appendix A without a reference to the specific tariff? Should the Verizon proposed language in Pricing Attachment Section 1.5 with regard to "TBD" rates be included in the agreement?

08-198-TP-ARB

-33-

Intrado identifies the following three main disputes raised in the context of this issue:

- (1) The incorporation of "applicable" tariff provisions into the agreement.
- (2) Intrado's concern that tariff charges should not be permitted to trump those interconnection-related charges in the interconnection agreement, and that any charges imposed by either party should be specifically identified in the agreement.
- (3) Rates marked as "TBD" in the Pricing Attachment should not be superseded by tariffed rates.

(Intrado Initial Br. at 58).

Intrado states that, in light of its desire for certainty with respect to the parties' relationship, it cannot agree to "unspecified" terms and conditions that Verizon may later determine are 'applicable' to the services being offered in the interconnection agreement (*Id.*). While Intrado recognizes that there may be non-Section 252(d)(1) services that Intrado will purchase from Verizon for which a tariff is the appropriate pricing mechanism, it maintains that, if a tariffed rate is the appropriate rate for a certain service, the applicable tariff should be set forth in the parties' interconnection agreement, rather than a generic reference to "applicable" tariffs (Intrado Initial Br. at 55).

Additionally, Intrado references a West Virginia arbitration decision and a FCC Wireline Competition Bureau arbitration decision as support for its argument (Intrado Initial Br. at 59, citing Case No. 08-0298-T-PC, *Intrado Communications Inc. and Verizon West Virginia Inc.* West Virginia Administrative Law Judge Award at 24; and *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc. and for Expedited Arbitration et al.*, Arbitration Order at ¶608).

Intrado posits that state retail tariffs governing 9-1-1/E9-1-1 services are not appropriate for Verizon's provision of interconnection-related services to Intrado under the interconnection agreement, and that any interconnection-related charges to be assessed on Intrado should be developed pursuant to Sections 251/252 and set forth in the interconnection agreement (Intrado Initial Br. at 54) unless those services are subject to non-Section 252 pricing (*Id.* at 55). Intrado notes that Section 252(d) sets forth the pricing standards for three categories of charges: (1) interconnection and network element charges, (2) transport and termination charges, and (3) wholesale telecommunications services charges (*Id.* at 54, 55). Intrado further states that Verizon cannot use tariffs to circumvent the requirements of 251/252, (*Id.* at 55) and that "(u)nspecified tariff terms and

08-198-TP-ARB

-34-

conditions deemed by Verizon to be "applicable" should not be incorporated into the interconnection agreement" (Joint Issues Matrix at 29).

Although Intrado recognizes that there may be services that it would purchase that are not covered by Section 252(d)(1), it claims that these services are not within the framework of interconnection arrangements for competitive 9-1-1 services (Initial Br. at 55). Intrado further states that without pricing or specific tariff references explicitly stated in the interconnection agreement, Intrado cannot effectively compete with Verizon because it will not know its operating costs (Intrado Ex. 1, at 27).

Verizon notes that the attachments to the agreement (e.g., the Collocation Attachment, Verizon proposed 9-1-1 Attachment, and Verizon proposed Pricing Attachment) set out the charges that Verizon will bill for the services that it will provide under the agreement. Verizon observes that, while Intrado does not dispute the rates that Verizon proposes in Appendix A of the Pricing Attachment, it has inappropriately proposed to delete much of Verizon's rate-related language in the 9-1-1 Attachment (Joint Issues Matrix at 25). Verizon notes that Intrado specifically objects to tariff references proposed by the ILEC (Verizon Initial Br. at 40).

Verizon notes that Intrado objects to the proposed tariff language for two reasons. First, Intrado submits that the tariff rates may not have been developed pursuant to total element long-run incremental cost (TELRIC) pricing. Second, Intrado argues that without established pricing for every element that Intrado may purchase from Verizon, Intrado cannot effectively compete. As to the first argument, Verizon points out that TELRIC pricing is only required for a specific list of network elements identified by the FCC. As to the second argument, Verizon points to the fact that its wholesale services are still under Commission review and approval (*Id.* at 40, 41).

Verizon points out that the Pricing Attachment provides, *inter alia*, that Verizon's services shall be provisioned as set forth in its tariffs or, in the absence of a tariff rate, as set out in Appendix A to the Pricing Attachment. Verizon describes the rates set forth in Appendix A as being its standard rates offered to other CLECs (*Id.*). Verizon states that, as public utilities normally do, it files tariffs for the services it provides. Verizon maintains that applying tariffed rates for the services that it provides to Intrado is appropriate because these rates are subject to Commission review and approval in accordance with applicable legal standards. Verizon also points out that tariff references are a standard part of its interconnection agreements. Moreover, Verizon states that it has a duty of nondiscrimination under the 1996 Act with regard to the pricing of its services. The company explains that its use of tariffed rates helps ensure that Intrado receives the same, nondiscriminatory prices as other CLECs (Joint Issues Matrix at 29).

Verizon states that Intrado's proposal to limit the applicable tariffs to just those specifically cited in the interconnection agreement or in Appendix A of the Pricing

08-198-TP-ARB

-35-

Attachment is unreasonable inasmuch as neither Verizon nor Intrado can identify, in advance, each of the tariffs and corresponding rates and sections that apply to a particular services that Intrado might possibly purchase at some point in the future, but for which prices are not stated in the agreement (Verizon Initial Br. at 40).

Verizon also asserts that, as noted with respect to Issue 10, Intrado is incorrect in its position that any charges Verizon may assess on Intrado must be developed in accordance with Section 252 (i.e., must be TELRIC-based). In support of its position, Verizon notes that the fact that Intrado identifies a service or feature as an interconnection element does not make it subject to TELRIC pricing (Joint Issues Matrix at 30). Finally, Verizon notes that it has proposed language in Pricing Attach. §1.5 that addresses the question of how "TBD" (to be determined) rates will be replaced with actual rates (*Id.* at 30, 31).

ISSUE 11 ARBITRATION AWARD

While under the filed rate doctrine, it could be argued that tariffed rates could supersede the rates included in an interconnection agreement, this possibility is obviated with respect to unbundled network elements due to the pricing requirements set forth in Section 252. Additionally, in order for a filed rate to "trump" a rate included in the interconnection agreement, there would have to be a tariffed service that precisely matched the description, terms and conditions of a service offered under the interconnection agreement, while having a rate different from that included in the interconnection agreement. There has been no demonstration on the record or on brief in this, or any previous arbitration for which Intrado has petitioned in Ohio, that this situation exists. Indeed, as discussed later, this scenario does not exist. If indeed such an "overlap" were to exist between the tariffed services and the services priced according to Section 252 in the interconnection agreement, the pricing rules of Section 252 would take precedence.

With regard to Intrado's concern that existing tariffs could supersede rates in the interconnection agreement, the Commission notes that Section 1.2 of the interconnection agreement, which is agreed-upon language, indicates that the interconnection agreement (identified as the Principal Document) shall take precedence over filed tariffs in the event of a conflict. This is consistent with Verizon's interpretation of "applicable" tariffs as reflected in their initial brief. As to the rates identified as "TBD," these rates will be determined pursuant to Verizon's proposed language, subject to review by this Commission and/or the FCC or a court of competent jurisdiction.

Verizon's point that it is impossible to determine at this time what services Intrado may at some future time order from Verizon is well taken. There are services that Intrado may well wish to avail itself of under the terms of this agreement, for which rates are not listed in this agreement. A key point in this regard is Verizon's statement that its proposed language "would apply applicable tariffed rates to services that Intrado may

take, but for which prices are not stated in the agreement" (emphasis added) (Verizon Initial Br. at 40). The Commission notes that the incorporation of the reference to tariffs under this scenario will help to ensure that Intrado receives the same nondiscriminatory treatment as any other similarly situated CLEC. In order to avoid further dispute in this regard, this Commission will require that the interconnection agreement itself include that understanding of "applicable tariff." In Section 2 of the Glossary, the parties will be required to define "applicable tariffs" as "those tariffs of either party that identify, define, and set terms, conditions and rates for services, ordered by the other party, that are not subject to the terms, conditions and rates identified in this Agreement, modifications to this Agreement, or successor Agreements." The parties are instructed to use the term consistently throughout the interconnection agreement.

With this addition, the Commission finds that, in the following areas, proposed language should be used in the final agreement as follows:

General Terms and Conditions Section 1.1 – Verizon's proposed language is to be included.

9-1-1 Attach. Sections 1.3.5 and 1.3.6 (as numbered by Intrado) - "...Verizon's [A]pplicable Tariffs and..." is to be included.

9-1-1 Attach. Section 1.4.2 (as set out in Verizon's [A]pplicable Verizon Tariffs and this Agreement)..." is to be included.

9-1-1 Attach. Section 1.7.3 "...Verizon's [A]pplicable Tariffs and..." is to be included.

Pricing Attach. Section 1.3 - Intrado's proposed language is to be excluded.

Pricing Attach. Section 1.5 - Verizon's proposed language is to be included, Intrado's proposed language is to be excluded.

Issue 13 Should the waiver of charges for 9-1-1 call transport, 9-1-1 call transport facilities, ALI Database, and Master Street Address Guide (MSAG), be qualified as proposed by Intrado by other provisions of the Agreement?

Intrado proposes that the following language be incorporated within the interconnection agreement to be approved in this proceeding:

1.7.2 Except as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment . . .

1.7.3 Except as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment . . .

Intrado states that each party's ability to bill the other party should be limited to the requirements in the interconnection agreement and the rates contained in the incorporated Pricing Attachment (Initial Br. at 61, Joint Issues Matrix at 31). Intrado notes that the agreed-upon language with respect to this issue specifically identifies reciprocal compensation, intercarrier compensation, exchange access service, the ALI database and the MSAG as items for which the parties are not permitted to impose charges, and states that it is not intending the language at issue here to now create an opportunity to impose charges for these items (Initial Br. at 61, 62).

Verizon proposes that the following language be incorporated within the interconnection agreement to be approved in this proceeding:

1.7.2 Notwithstanding any other provision of this Agreement or Tariff or otherwise . . .

1.7.3 Notwithstanding any other provision of this Agreement or Tariff or otherwise . . .

Verizon maintains that Intrado language creates a loophole that may permit charges for services for which the parties have agreed not to charge (Verizon Initial Br. at 45). Specifically, Verizon submits that Intrado's proposed language contemplates that Intrado might bill Verizon for interconnection or facilities for transport of 9-1-1/E9-1-1 calls to Intrado's network (Verizon Ex. 1, at 80, 81). Verizon opines that this loophole potentially undercuts the parties' agreement that neither will bill the other for transport of 9-1-1/E9-1-1 calls. Verizon avers that Intrado should not be billing Verizon any charges for interconnection or facilities for transport of 9-1-1/E9-1-1 calls (Joint Issues Matrix at 31, 32).

ISSUE 13 ARBITRATION AWARD

As an initial clarification, the issue of whether, and under what conditions, Intrado may be able to charge Verizon for facilities and or interconnection is dealt with in Issue 1, and will not be addressed here.

Each party maintains that it is its intention to not charge for a list of identified services associated with the transport and termination of 9-1-1 calls (Interconnection Agreement §§1.7.2.1 through 1.7.2.4 and §1.7.3). While the parties agree as to the items identified on the list, they disagree regarding the parameters of this commitment. Verizon's language provides that, regardless of any other language in the Agreement, there would be no charge for the identified services. Intrado's language limits what can be

08-198-TP-ARB

-38-

charged for relative to those items explicitly identified in the 9-1-1 Attachment or Appendix A of the Pricing Attachment.

Intrado's proposed language is open-ended and is, therefore, problematic due to the inability to identify every single item that might be ordered or supplied by the parties. In addition, a missed item anywhere else in the agreement has the potential to raise a later issue with regard to these items. Verizon's proposed language has the advantage of not being open-ended and, instead, specifically identifies those services for which there will be no charge. Therefore, the Commission finds that Verizon's proposed language provides a clear and direct method of achieving the desired limitation. Based on this determination, the Commission will incorporate Verizon's proposed language relative to the first sentence of Section 1.7.2 and the first sentence of Section 1.7.3 of the 9-1-1 Attachment.

Issue 14 Should the reservation of rights to bill charges to 9-1-1 controlling authorities and PSAPs be qualified as proposed by Intrado by "to the extent permitted under the parties' tariffs and applicable law"?

Intrado proposes that the following bolded language be incorporated within the interconnection agreement to be approved in this proceeding:

9-1-1 Attach. §2.3 **To the extent permissible under the parties' tariffs and applicable law, [N]othing in this agreement shall be deemed to prevent Verizon from billing to a Controlling 9-1-1 Authority or PSAP rates or charges for:**

9-1-1 Attach. §2.4 **To the extent permissible under the parties' tariffs and applicable law, [N]othing in this agreement shall be deemed to prevent Intrado Comm from billing to a Controlling 9-1-1 Authority or PSAP rates or charges for:**

Intrado submits that the Commission-approved tariffs and state and federal statutes, laws, and other regulations should govern whether either party may impose charges on 9-1-1 Controlling Authorities and PSAPs. Further, Intrado posits that the interconnection agreement should not be permitted to usurp existing tariffs and applicable laws. Specifically, Intrado contends that, absent its proposed language, either party could have the ability to bill Ohio PSAPs for a range of services even if the party no longer provides those services (Initial Br. at 63 citing Tr. 16). Specifically, Intrado expresses the concern of whether Verizon will actually be providing services to a PSAP when Intrado is the designated 9-1-1/E9-1-1 service provider for that PSAP. In support of its position, Intrado references the fact that Verizon's witness could not identify what other services, other than call delivery, Verizon would provide to a PSAP once Intrado is the designated 9-1-1/E9-1-1 provider (*Id.* at 64 citing Tr. 168). In particular, Intrado notes that, once Intrado is designated as the 9-1-1/E9-1-1 service provider, Verizon will no longer provide selective

08-198-TP-ARB

-39-

routing services, ALI database services, or database management services to a PSAP (*Id.* citing Intrado Ex. 1, at 13). Finally, Intrado asserts that the only entity that may control the parties' pricing actions is the Commission, through the enforcement of the applicable law, rules, and tariffs (*Id.* at 64).

Verizon considers Intrado's proposed language to be nothing more than an unwarranted attempt to restrict Verizon's ability to charge a PSAP for service that it continues to provide even when Intrado provides 9-1-1 services to that same PSAP. Verizon acknowledges that it does not have the ability to bill an entity for services that it does not provide. Further, it submits that nothing in the undisputed portions of Sections 2.3 and 2.4 would allow it to do otherwise. Verizon emphasizes that the agreed-upon language in Sections 2.3 and 2.4 pertains to the reservation of rights between Verizon and Intrado and does not impact any rights with respect to third parties. Verizon opines that any billing disputes between a PSAP and Verizon are not appropriate to be addressed in the context of the interconnection agreement between Intrado and Verizon (*Initial Br.* at 47 citing Verizon Ex. 1, at 83).

ISSUE 14 ARBITRATION AWARD

To the extent that the specific PSAP objects to the transporting of traffic by a particular 9-1-1/E9-1-1 emergency service provider, the Commission determines that the resulting dispute is limited to the PSAP and the 9-1-1/E9-1-1 service provider. It does not logically follow that the interconnection agreement that is the subject of this proceeding is the appropriate venue to address the aforementioned concern. Any issues with respect to the billing of services between a 9-1-1/E9-1-1 emergency service provider and a PSAP extend beyond the scope of this interconnection agreement and pertain to future disputes for which the potential PSAP complainant is not even a party to this proceeding. The rights of such PSAPs should be addressed within the specific agreements entered into between the PSAPs and the applicable 9-1-1/E9-1-1 provider.

Notwithstanding this determination, the Commission recognizes that the parties have agreed to language reflecting that nothing in this agreement shall be deemed to prevent Verizon or Intrado from billing rates or charges to a controlling 9-1-1 authority or PSAP under specified conditions. The only issue in dispute pertains to the following prefacing language: "To the extent permissible under the parties' tariffs. . ."

In considering the disputed language, this Commission points out that, regardless of the stated positions, the parties' ability to charge entities that are not parties to this agreement is controlled by the existing law and applicable tariffs for the company providing such services. To make it clear, neither party should expect to be able to bill any party in a manner contrary to either law or its approved tariffs. While the language proposed by Intrado attempts to express this principle, it does so imprecisely. Specifically, the Commission recognizes that one carrier's tariffs are not binding on another carrier.

08-198-TP-ARB

-40-

Inasmuch as Intrado's proposed language could be construed to indicate otherwise, the Commission will amend Intrado's proposed language in Sections 2.3 and 2.4 of the 9-1-1 Attachment as follows: In Section 2.3, "the Parties' Tariffs" should be replaced by "Verizon's Tariffs" and in Section 2.4, "the Parties' Tariffs" should be replaced with "Intrado's Tariffs."

Issue 15 Should Intrado have the right to have the agreement amended to incorporate provisions permitting it to exchange traffic other than 9-1-1/E9-1-1 calls?

Intrado seeks to include the following language as part of the already agreed-upon language in §1.5 of the General Terms and Conditions:

Notwithstanding the foregoing, the parties agree that: (a) Intrado may seek to offer telecommunications and local exchange services other than 9-1-1/E9-1-1 calls in the future; and (b) upon Intrado's request, the parties may amend this agreement as necessary to provide for the interconnection of the parties' networks pursuant to 47 U.S.C. §251(c)(2) for the exchange of traffic other than 9-1-1/E9-1-1 calls.

Intrado submits that its proposed language is necessary in the event that it obtains the necessary certification and decides to offer additional telephone exchange services (Initial Br. at 65 citing Intrado Ex. 1, at 36). In support of its position, Intrado explains that the negotiation and arbitration of interconnection agreements involves a significant amount of time and resources. Intrado posits that there is no reason for the parties to restart the arbitration process relative to provisions that have already been resolved by the parties or by the Commission (*Id.* citing Tr. 33). Intrado submits that its position is consistent with the FCC's determination that "any carrier attempting to arbitrate issues that have previously been resolved in an arbitration solely to increase another party's costs would be in violation of the duty to negotiate in good faith and could be subject to enforcement (*Id.* citing *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 19 FCC Rcd. 13494, ¶28 [2004]).

As further support for its position, Intrado represents that, consistent with the agreed-upon terms of the proposed interconnection agreement, any amendment to be made to the agreement will be subject to negotiations between the parties, dispute resolution before the Commission, and possibly arbitration before the Commission (*Id.* at 66, citing General Terms and Conditions §4.6). Finally, Intrado asserts that an order by the Commission modifying Intrado's status in Ohio would be considered a change in law affecting provisions of the agreement. Specifically, Intrado notes that the proposed interconnection agreement (General Terms and Conditions §4.6) considers the occurrence of a change in law as follows:

08-198-TP-ARB

-41-

If any legislative, regulatory, judicial, or other governmental decision, order, determination, or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a party hereunder, or the ability of a party to perform any material provision of this Agreement, the parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to confirm the Agreement to Applicable Law.

(*Id.* at 67).

Verizon considers Intrado's proposed language with respect to this issue to provide Intrado with the unilateral right to an amendment outside of the interconnection agreement's change of law provisions. Verizon opines that Intrado's position is incorrect inasmuch as the parties agreed to negotiate and arbitrate this interconnection agreement based largely on the fact that Intrado is seeking to provide only 9-1-1 related services to PSAPs. Therefore, Verizon submits that, absent a change in law affecting provisions of the interconnection agreement which would allow a party to request an amendment to the agreement, Intrado should not have a unilateral right to seek an amendment to the agreement. Based on the arguments raised by Intrado with respect to this issue, Verizon submits that if indeed a change in certification constitutes a change of law, there would be no need for Intrado's proposed language in §1.5 of the General Terms and Conditions.

To the extent that Intrado seeks to greatly expand the scope of the agreement, Verizon believes that Intrado should negotiate an entirely new agreement in which all of the provisions of the agreement will be at issue and the parties will be able to engage in fair and balanced negotiations of the interconnection agreement, trading off one provision against the other (Initial Br. at 48, 49 citing Verizon Ex. 1, at 83-85). In support of its position, Verizon highlights 47 CFR §51.809, which prohibits CLECs from being able to "pick and choose" favorable contract terms and conditions (*Id.* at 47).

ISSUE 15 ARBITRATION AWARD

Based on a review of the parties' stated positions, the Commission finds that Intrado's proposed language should be rejected. In reaching this determination, the Commission rejects Intrado's contention that an expansion of the company's certification constitutes a change in law subject to General Terms and Conditions §4.6. Specifically, the Commission highlights the fact that General Terms and Conditions §4.6 provides, in part, that:

If any legislative, regulatory, judicial, or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the

08-198-TP-ARB

-42-

Parties shall promptly renegotiate in good faith in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law

Certainly, the expansion of Intrado's certification to now include competitive local exchange company authority in no way affects any material provision of this agreement, the rights or obligation of a party under the agreement, or the ability of a party to perform any material provision of this agreement. The expanded certification simply signifies new, additional services to be offered by Intrado. To the extent that Intrado seeks interconnection with respect to these new services, the Commission finds that Intrado must seek to renegotiate the interconnection in its entirety and not limit the negotiations/dispute resolution to just the single issue of the inclusion of the additional services. To do otherwise, the Commission would be allowing Intrado to unfairly benefit by not allowing for the parties' or the Commission's consideration of the all of the terms and conditions of the interconnection agreement in their entirety.

Consistent with this determination, the Commission notes that Rule 4901:1-7-07(B), O.A.C., provides that parties to an existing interconnection agreement may entertain bona fide requests for an interconnection arrangement, service, or unbundled network element that is subsequent to, unique, or in addition to an existing interconnection agreement and is to be added as an amendment to the underlying interconnection agreement to the extent that the parties can negotiate such an amendment. In the event that the parties cannot negotiate such an agreement, pursuant to Rule 4901:1-7-07(C)(2), a party may seek arbitration of a subsequent interconnection agreement. As such, all terms and conditions could be subject to arbitration.

Issue 16 Should the Verizon proposed term "a caller" be used to identify what entity is dialing 9-1-1, or should this term be deleted as proposed by Intrado?

Verizon proposes the following highlighted language be included as part of 9-1-1 Attach. §1.1.1:

9-1-1/E9-1-1 arrangements provide a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number, "9-1-1".

Verizon contends that its inclusion of "a caller" in 9-1-1 Attach. §1.1.1 is necessary in order in order to provide clarity regarding the fact that a Verizon customer, as the "caller," can reach PSAPs served by Intrado by dialing 9-1-1. In support of its position, Verizon states that its proposed language accurately describes the function of 9-1-1/E9-1-1 arrangements; specifically, the access that 9-1-1/E9-1-1 arrangements provide to a caller (Verizon Initial Br. at 49, 50 citing Verizon Ex. 1, at 85).

08-198-TP-ARB

-43-

Intrado submits that there is no reason for the inclusion of a general description of which entity is dialing 9-1-1 (Intrado Initial Br. at 67 citing Intrado Ex. 2, at 61). Specifically, Intrado finds that the inclusion of "a caller" is too restrictive inasmuch as it would limit the 9-1-1 arrangement to fixed line subscriber dial tone and would not include the ability for 9-1-1 calls from wireless devices or interconnected VoIP providers to be able to be completed to Intrado PSAP customers (*Id.* citing Tr. 83, 169, 170).

ISSUE 16 ARBITRATION AWARD

Based on the record in this proceeding, the Commission determines that Verizon's proposed language should be deleted from the proposed agreement inasmuch as, rather than clarity, its inclusion will result in additional disputes. In reaching this determination, the Commission notes that the agreement itself fails to define the proposed term. Additionally, as reflected by the record in this case, any potential definition of this term could be quite broad in scope (*Id.*). Therefore, in order to avoid the creation of further disputed issues, the proposed language should be deleted. As a result, 9-1-1 Attach. §1.1.1 will read as follows:

9-1-1/E9-1-1 arrangements provide access to the appropriate PSAP by dialing a 3-digit universal telephone number, "9-1-1".

The deletion of "a caller" will have no adverse effect regarding the intent of this interconnection agreement to apply to the scenario in which Verizon customers terminate 9-1-1 calls to PSAPs served by Intrado. Instead, it would appear that the deletion of "a caller" will actually assist in reducing the potential for dispute between the parties inasmuch as it is an undefined term.

It is, therefore,

ORDERED, That Intrado and Verizon incorporate the directives set forth in this Arbitration Award within their final interconnection agreement. It is, further,

ORDERED, That, within thirty days of this Arbitration Award, Intrado and Verizon shall docket their entire interconnection agreement for review by the Commission, in accordance with the Rule 4901:1-7-09, O.A.C. If the parties are unable to agree upon an entire interconnection agreement within this time frame, each party shall file, for the Commission to review, its version of the language that should be used in a Commission-approved interconnection agreement. It is, further,

ORDERED, That, within ten days of the filing of the interconnection agreement, any party or other interested persons may file written comments supporting or opposing the proposed interconnection agreement language and that any party or other interested persons may file responses to comments within five days thereafter. It is, further,

08-198-TP-ARB

~~44~~

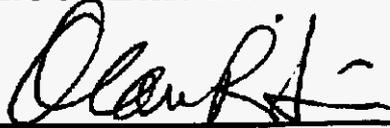
ORDERED, That nothing in this Arbitration Award shall be binding upon this Commission in any subsequent investigation or proceeding involving the justness or reasonableness of any rate, charge, rule, or regulation. It is, further,

ORDERED, That this Arbitration Award does not constitute state action for the purpose of antitrust laws. It is not our intent to insulate any party to a contract from the provisions of any state or federal law that prohibits restraint of trade. It is, further,

ORDERED, That this docket shall remain open until further order of the Commission. It is, further,

ORDERED, That a copy of this Arbitration Award be served upon Intrado, Verizon, their respective counsel, and all interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO



Alan R. Schriber, Chairman

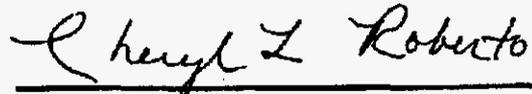
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NENA

Recommendation for the implementation of Inter-Networking, E9-1-1 Tandem to Tandem

NENA Technical Reference
NENA 03-003 February 1st, 2000
Recommendation for Inter-Networking,
E9-1-1 Tandem to Tandem

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Recommendation for Inter-Networking
E9-1-1 Tandem to Tandem

Table of Contents

1. INTRODUCTION	4
1.1. Purpose	4
1.2. Overview and Benefits	4
2. Reason for Reissue	5
3. Copyright and Responsibility	5
4. Acronyms and Terms	5
5. Call Processing	5
5.1. E9-1-1 Tandem to Tandem Signaling.....	6
5.1.1. Direct Routing/Transfer at 2 nd Tandem.....	6
5.1.2. Selective Routing at 2 nd Tandem	7
6. Future Study	8
7. Acknowledgements	9
8. TECHNICAL REFERENCES.....	10
8.1. Technical References	10

NENA-03-003
February 1st, 2000
Recommendation for Inter-Networking
E9-1-1 Tandem to Tandem

NENA TECHNICAL REFERENCE

Disclaimer

The National Emergency Number Association (NENA) as a guide and recommendation publishes this Technical Reference for designers and manufacturers of Enhanced 9-1-1 selective routing tandems and similar equipment. It is not intended to provide complete design specifications or parameters, or to assure the quality of performance of such equipment.

NENA reserves the right to revise this Technical Reference for any reason, including but not limited to, conformity with criteria or standards promulgated by various agencies, utilization of advances in the state of the technical arts or to reflect changes in the design of equipment for services described therein.

It is possible that certain advances in technology will precede these revisions. Therefore, this Technical Reference should not be the only source of information used to purchase equipment or software. NENA members are urged to contact their local telephone company representative to ensure compatibility with the existing network.

Patents held by individuals or corporations may cover the techniques and equipment characteristics disclosed herein. No license, expressed or implied, is hereby granted. This document is not to be construed as a suggestion to any manufacturer to modify its products, nor does this document represent any commitment by NENA or any affiliate thereof to purchase any product whether or not it provides the described characteristics.

This document has been prepared solely for the voluntary use of E9-1-1 service providers, E9-1-1 equipment vendors, and participating telephone companies. It recommends the use of a specific technology for specific purposes. This document does not automatically exclude the use of any other technologies to provide similar or equivalent services.

By using this document, the user agrees that NENA will have no liability for any consequential, incidental, special, or punitive damages that may result.

The NENA Network Technical Committee has developed this document. The NENA executive board has recommended this document for industry acceptance. Recommendations for change to this document may be submitted to:

National Emergency Number Association
Attention: Executive Director
491 Cheshire Road
P.O. Box 527
Sunbury, Ohio 43074

NENA-03-003
February 1st, 2000
Recommendation for Inter-Networking
E9-1-1 Tandem to Tandem

1. INTRODUCTION

1.1. Purpose

This NENA Technical Reference defines the use of an Integrated Services Digital Network (ISDN) User Part (ISUP) signaling protocol between E9-1-1 selective routing tandems, and similar equipment, for the purpose of allowing 9-1-1 calls to be transferred or routed across E9-1-1 networks.

1.2. Overview and Benefits

This Technical Reference is a guide for designers and manufacturers of selective routing tandems and similar equipment. It may also be of value to purchasers, maintainers and users of such equipment.

This document describes the use of an ISUP Signaling to allow appropriate information to be passed between E911 Tandem Network Elements. An E911 Tandem Network Element is the switching element within the telephone company network which receives 9-1-1 calls originated within the Public Telephone Network, routes the call to the appropriate Public Safety Answering Point (PSAP), and provides the signaling interface to the PSAP itself.

The purpose of utilizing ISUP Signaling is to facilitate the delivery of all of the information necessary for an E911 Tandem to provide the functions described above. That is, when an E911 Tandem decides that a 9-1-1 call should be routed to another E9-1-1 Tandem, all of the information necessary for the routing and delivery of that 9-1-1 call at another E9-1-1 Tandem should be passed in ISUP parameters in an outgoing message to the second E9-1-1 Tandem. The information necessary for properly routing and delivering a 9-1-1 call in this context is:

- Calling Party Directory Number information
- Called Party Directory Number information (typically the digits "9-1-1", but may have other values as described below)
- Location Information (e.g. for wireless 9-1-1 calls, location information must be passed for correct routing decisions to be made)
- Emergency Call Indicators (depending on the context of the call, it may be necessary to use an indicator in the call to mark it as a 9-1-1 call).

This technical reference will allow for two types of interfaces between E9-1-1 Tandems. First, a dedicated, direct ISUP trunk interface may be used between E9-1-1 Tandems. On this type of trunk interface, all calls processed on the trunks are assumed to be 9-1-1 calls. As an alternative, this reference will prescribe the necessary signaling for non-dedicated, non-direct trunks to be used for processing 9-1-1 calls. On these types of trunks, it cannot be assumed that calls originating or terminating on the trunks are 9-1-1 calls.

NENA-03-003
February 1st, 2000
Recommendation for Inter-Networking
E9-1-1 Tandem to Tandem

2. Reason for Reissue

NENA reserves the right to modify the Technical Reference. Whenever it is reissued, the reason(s) will be provided in this paragraph. This is the first issue of this document.

3. Copyright and Responsibility

This practice was written by the NENA Network Technical Committee. The NENA Executive Board has recommended this practice for industry acceptance and use. For more information about this practice, contact:

Billy Ragsdale
NENA Technical Liaison
404-329-4146

Or

Bob Gojanovich
NENA Network Technical Committee Chair
732-743-6366

4. Acronyms and Terms

The *NENA Master Glossary of 9-1-1 Terminology* may be accessed at:

<ftp://ftp.nena9-1-1.org/pub/Standards/NENAMG.PDF>

5. Call Processing

During the processing of a 9-1-1 call, situations may arise which indicate the need for an E9-1-1 Tandem to transfer or route the call to another E9-1-1 Tandem. Some of these situations are:

- Proper Selective Routing instructions are located at another E9-1-1 Tandem.
- A PSAP is out-of-service or busy, and the call should be overflowed to alternate PSAP which is served by another E9-1-1 Tandem.
- A PSAP has answered a 9-1-1 call, and wishes to transfer the call to a PSAP which is served by another E9-1-1 Tandem.
- A facility problem prevents the call from being delivered, and a secondary path is attempted via another E9-1-1 Tandem.

NENA-03-003
February 1st, 2000
Recommendation for Inter-Networking
E9-1-1 Tandem to Tandem

There are essentially two types of calls that need to be handled in these cases. The first type of call is where the selective routing of a call should be handed-off to another E9-1-1 Tandem. In this case, the first tandem has determined that it is not the proper E9-1-1 Tandem to selectively route the call. The call is then sent to a second E9-1-1 Tandem for selective routing. The signaling for this type of call is essentially identical to the signaling from an end office to the E9-1-1 Tandem. That is, the ISUP parameters should be encoded such that when the call arrives at the second E9-1-1 Tandem, the call will be selectively routed just as if it were the original E9-1-1 Tandem to receive that call.

The second type of call is where the initial E9-1-1 Tandem has determined that the call needs to be sent to a second E9-1-1 Tandem, but the destination for the call has been pre-determined. No selective routing will be necessary at the second E9-1-1 Tandem. In this case, the first E9-1-1 Tandem should encode the ISUP parameters such that the second E9-1-1 Tandem can use standard 7 or 10-digit North American translations (not selective routing) to route the call to the appropriate destination (typically a PSAP).

5.1. E9-1-1 Tandem to Tandem Signaling

A common practice in current E9-1-1 network connections is the use of dedicated trunking facilities to transport 9-1-1 calls. This type of trunking continues to be recommended for use in 9-1-1 networks, as well as for inter-networking of calls. Such trunks should be designated as 9-1-1 facilities within the E9-1-1 Tandem office. Dedicated trunking can support both types of calls as described above. These types of trunks must be provisioned within the E9-1-1 Tandem switch in such a way that *only* 9-1-1 calls are transported. Although the use of dedicated trunking is still recommended, the technology for using the public Signaling System No. 7 (SS7) has progressed to the point that carrying 9-1-1 traffic is feasible. Assuming that necessary reliability safeguards are put in place, it is possible to route 9-1-1 calls using non-dedicated trunks that are shared with non-9-1-1 calls.

While dedicated trunking is recommended, the signaling used on these trunks will be identical to the signaling in the non-dedicated case. As such, the signaling recommendations in this document may apply to either dedicated or non-dedicated trunking arrangements.

5.1.1. Direct Routing/Transfer at 2nd Tandem

For a call which does not need to be selectively routed at the second E9-1-1 Tandem, the first E9-1-1 Tandem should encode the following ISUP parameters:

- *CallingPartyNumber* - The ANI of the original 9-1-1 caller (as received by the first E9-1-1 Tandem)
- *CalledPartyNumber* - A digit sequence which will cause the second E9-1-1 Tandem to route the call to the correct destination. Typically, this is a 7 or 10-digit telephone number corresponding to the main number of the destination PSAP.
- *GenericDigitsParameter* - If the call is a wireless 9-1-1 call, the GDP should be encoded with the location information as received by the first E9-1-1 Tandem. This parameter should not be included on wireline 9-1-1 calls. Note that the GDP should be included on the inter-Tandem setup regardless of whether the incoming trunk facility was ISUP or MF. Note that this parameter applies specifically to wireless 9-1-1 location information

NENA-03-003
February 1st, 2000
Recommendation for Inter-Networking
E9-1-1 Tandem to Tandem

for Phase 1 of the FCC Order on Wireless E9-1-1. Phase 2 is discussed in the "Future Study" section below.

- *CallingPartyCategory* - Should be encoded as "emergency service call".
- *OriginatingLineInformation* - Should be encoded as "wireless call", if the first Tandem has treated the call as a wireless call.

All other ISUP parameters should be encoded per normal switch processing rules.

When the call arrives at the second E9-1-1 Tandem, the switch should detect the presence on the *CallingPartyCategory* value, and the call should be routed according to the digit sequence in the *CalledPartyNumber* parameter using the standard switch translations tables. That is, the digits should be translated "as if" the caller had dialed the digit sequence, except that the call should be treated as a 9-1-1 call.

The second E911 Tandem should also use the Selective Routing Database to assign an ESN to the call. This should be done using the same logic as would typically be done on initial call setup. The ESN derived should be associated with the call such that subsequent call processing activities (e.g. selective transfer) may make use of it. However, this ESN would not be used to determine the initial destination of the call at the second Tandem. The paragraph above describes the translations used for that purpose.

5.1.2. Selective Routing at 2nd Tandem

This functionality is available only on direct connections between two E9-1-1 Tandems. In this case, the trunks may be non-dedicated, but must remain direct. Routing through intervening networks is not possible since the *CalledPartyNumber* is "911". Note that the parameter encoding described in this document should be considered as identical to end-office to Tandem encoding. For that reason, this recommendation should not be considered as authoritative. *Existing industry standards and practices should be followed for this case. The information presented below is for information only.*

For a call which needs to be selectively routed at the second E9-1-1 Tandem, the first E9-1-1 Tandem should encode the following ISUP parameters:

- *CallingPartyNumber* - The ANI of the original 9-1-1 caller (as received by the first E9-1-1 Tandem)
- *CalledPartyNumber* - The digits "911"
- *GenericDigitsParameter* - If the call is a wireless 9-1-1 call, the GDP should be encoded with the location information as received by the first E9-1-1 Tandem. This parameter should not be included on wireline 9-1-1 calls. Note that the GDP should be included on the inter-Tandem setup regardless of whether the incoming trunk facility was ISUP or MF. Note that this parameter applies specifically to wireless 9-1-1 location information for Phase 1 of the FCC Order on Wireless E9-1-1. Phase 2 is discussed in the "Future Study" section below.

NENA-03-003
February 1st, 2000
Recommendation for Inter-Networking
E9-1-1 Tandem to Tandem

- *CallingPartyCategory* - Should be encoded as "emergency service call".
- *OriginatingLineInformation* - Should be encoded as "wireless call", if the first Tandem has treated the call as a wireless call.

All other ISUP parameters should be encoded per normal switch processing rules.

When the call arrives at the second E9-1-1 Tandem, the switch should detect the presence on the *CallingPartyCategory* value, and the call should be processed according to standard Selective Routing practice (using the *CallingPartyNumber* or *GenericDigitsParameter*) and delivered to the appropriate PSAP.

6. Future Study

The Tandem to Tandem inter-networking section of this document is considered complete for the purpose of existing E9-1-1 network needs. There are areas requiring further study, which may cause this document to be re-issued in the future.

9-1-1 as an NXX

NENA has indicated to the Industry Numbering Committee (INC) the need to have the NXX code "911" reserved for future use. The intention is to set up a national framework by which 9-1-1 calls can be handled on a regional, national, or North American basis. By using numbers of the form NXX-911-XXXX, calls can be seamlessly transferred or routed both within E9-1-1 networks (as is described in this reference), and between E9-1-1 networks (such as across state lines). As an example, a PSAP in Alabama wishes to transfer a 9-1-1 call to Raleigh, North Carolina. By dialing a pre-assigned number (e.g. 919-911-6789), the call can be placed over the public telephone network. The network will translate that number to an E9-1-1 Tandem switch in the central North Carolina region. This E9-1-1 Tandem will recognize the number and route the call to the most appropriate PSAP for that call, using the XXXX digits (e.g. 6789 is assigned to Raleigh, NC).

Off-Board Selective Routing

Another area that may affect this reference is the industry movement away from in-switch Selective Routing Databases. The technology to route 9-1-1 calls may move away from using switch-based functionality. For example, an end office can use the Advanced Intelligent Network (AIN) to determine the correct PSAP for a 9-1-1 call to terminate without the need for a Selective Routing E9-1-1 Tandem. It is likely that the ISUP-based signaling in this reference will play a large part in that sort of network arrangement. An AIN-equipped end office could use the same signaling arrangement as indicated in this reference to signal the PSAP Serving Office (E9-1-1 Tandem) where to route the call.

Pre-Routing of 9-1-1 Calls

Another future area is possibility of other network switching elements performing a routing or selective routing function prior to the call arriving at the E911 Tandem. An example of this could

NENA-03-003
February 1st, 2000
Recommendation for Inter-Networking
E9-1-1 Tandem to Tandem

be satellite telephony. If a satellite phone user dials 9-1-1, the call may arrive at a switching point far away from the E911 Tandem and PSAP that is destined to receive the call. The satellite switch could use the signaling prescribed above to route the call via a public or private network. This case is similar to the "911 NXX" case, but may be implemented without the "911 NXX" methodology by using the recommendations in this document to route the calls via non-dedicated trunking to an E911 Tandem.

PBX Location

T1S1 has defined a standard that allows for a PBX to send an additional location number over a PRI interface. This number is a 10-digit location number that identifies where the actual terminal is located. An example of applications that might use this location number are remote PBX users and office hotel. These applications allow for the user to have the same call back number but be physically located away from the actual location of that call back number. The location number would be used to identify where the actual call originated. The location number is defined as a "Location Identification Number (LIN)" and will be carried in a new Generic Information parameter which was defined for the PRI interface. The encoding and types/length of digits carried in the Generic Information Element line up with the location information for a Wireless call that is now carried in the Generic Digits Parameter over SS7. This will allow for ease of transporting the data. Refer to T1.628 for standards concerning this interface.

Wireless Phase 2

As part of Call Associated Signaling (CAS) for Phase 2 of the FCC Mandate (docket 94-102), the need may exist to send Latitude, longitude, and altitude to the E911 Tandem Switch. T1S1 has adopted an ITU-T standard that defines a new SS7 parameter, Calling Geodetic Location Parameter (CGLP) that could be used to populate this information. How the E911 Tandem processes this information may need to be defined within this document.

It is the intention of the NENA Inter-Networking Study Group to address these issues. This may cause the re-issue of this document or the creation of new documents.

7. Acknowledgements

This Recommendation has been created through the cooperative efforts of:

The NENA Network Committee:

For a current roster of NTC members, please see:

<http://www.nena9-1-1.org/Committee/netcomm.htm>

NENA-03-003
February 1st, 2000
Recommendation for Inter-Networking
E9-1-1 Tandem to Tandem

8. TECHNICAL REFERENCES

8.1. Technical References

Document Number	Description	Issue Date
GR-2956-CORE	CCS/SS7 Generic Requirements in Support of E9-1-1 Service	Issue 2 Revision 1 Dec 1998
T1.628	ANSI T1.628-2000 - Emergency Calling Service	Jan 2000