

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

D.T.C. Docket No. 08-9

Respondent:

John Conroy, Peter J. D'Amico,
Kathleen M. Cerrati

Title:

VP Regulatory, Product Manager
Interconnection, Manager E911
Customer Service

REQUEST:

Department of Telecommunications and Cable, Set #1

DATED:

January 20, 2009

ITEM: D.T.C. - Verizon
1-1

Regarding the language in Verizon's Panel Testimony on page 27 at lines 18 – 20, "Verizon has not implemented in any state, with any carrier, the kind of interconnection arrangements Intrado seeks here for 911 traffic," describe the interconnection arrangements that do exist between Verizon, when it is an ILEC, and (a) CLECs in other states when the CLEC is the designated 911 provider (if any) and (b) other ILECs in other states when the other ILEC is the designated 911 provider (if any). Provide information and documents on (i) network architecture, (ii) point(s) of interconnection, (iii) how transport costs are shared, and (iv) the terms and conditions regarding the transfer of ALI information between PSAPs served by different LECs.

REPLY:

Verizon objects to this request to the extent it seeks information about ILEC-CLEC and ILEC-ILEC arrangements that are not section 251 interconnection arrangements under the Telecommunications Act of 1996 ("Act"). In this case, Intrado is seeking section 251(c) interconnection with Verizon, so the Department's task is to determine the scope of Verizon's obligations, if any, to Intrado under that section. Commercial arrangements for traffic exchange between Verizon ILECs and other parties in other states are not relevant to determining the scope and nature of Verizon's section 251(c) interconnection obligations to Intrado. Without waiving this objection, Verizon responds as follows:

- (a) There are no 911 interconnection arrangements in other states between a Verizon ILEC and a CLEC that is the "designated 911 provider."

REPLY CONT'D:

(b) Verizon has no interconnection arrangements (section 251 agreements or otherwise) in other states where Verizon is the ILEC and another ILEC is the designated 911 provider. Verizon's only arrangements for the exchange of 911 traffic with other ILECs occur in the context where both ILECs are providing dial-tone service to their customers, along with 911 services. There are no arrangements where Verizon, as the ILEC, is seeking to interconnect with another ILEC that is the designated 911 provider to handle Verizon's end users' 911 traffic.

VZ #1

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ITEM: D.T.C. - Verizon
1-2

In states in which there exists more than one 911 service provider, including Verizon, describe any Verizon 911 service charges (if any) made to non-Verizon-served PSAPs.

REPLY:

Verizon charges PSAPs for any 911 Services provided to the PSAP, and a PSAP may request, and Verizon may provide, certain 911 services whether or not the PSAP is physically connected to Verizon's network.

Verizon charges non-Verizon-served PSAPs for:

(1) Verizon subscriber 911 call delivery, with number identification, to the entity serving the PSAP. Call delivery charges include all costs required to transport a Verizon subscriber's 911 call from the originating exchange switching system (including selective routing, if applicable) to the meet point of the entity serving the PSAP.

(2) Provisioning of Verizon subscriber location information to the PSAP's Location Information Provider. Location information service includes the provisioning of ongoing subscriber transactions (service orders) and reconciliation activity required to modify Verizon subscriber records to match the PSAP's Master Street and Address Guide (MSAG).

VZ #2

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ITEM: D.T.C. - Verizon
1-3

Describe (a) the identifying information linked to a 911 call as it arrives at a Verizon end office from a caller's premises and (b) how 911 calls are segregated at each Verizon end office in order to be routed to Verizon's selective routers.

REPLY:

(a) The calling party dials 911 to place an emergency call. The dialed digits '911' along with the calling party's telephone number are received at the Verizon end office.

(b) As negotiated with the State 911 Department, the local Verizon end office, through digit analysis performed on the dialed digits, will select one of four routing options, to Verizon's selective routers, as described below. Routing criteria are predetermined through negotiation with the Customer and contained in the contract. All end users receive the same routing sequence.

- First Option – End Office to Primary Tandem/Selective Router
- Second Option – End Office to Secondary Tandem/Selective Router
- Third Option – End Office to TOPS (Operator Services) Switch ("Bypass Trunks")
- Fourth Option – to local 10-digit number provided by the State 911 Department

From every Verizon end office, a minimum of two trunks have been provisioned to the primary and secondary E911 Tandems/Selective Routers. These trunks are dedicated to 911 calls and employ Signaling System Seven (SS7) interoffice signaling (except for end

REPLY CONT'D:

office to TOPS trunks, which use Multi-Frequency Signaling). The signaling information used on the 911 trunks contains the dialed digits (911 and the calling party number) which are required by the tandem's Selective Router Database (SRDB) to identify the target PSAP.

VZ #3

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ITEM: D.T.C. - Verizon
1-4

Provide a copy of the public version of Verizon's current contract with the Massachusetts State 911 Department. Provide copies of any amendments, if applicable.

REPLY:

Verizon objects to this request because it seeks information that is not relevant to any issue in this arbitration and is not designed to lead to the discovery of any relevant information. In this case, Intrado is seeking section 251(c) interconnection with Verizon, so the Department's task is to determine the scope of Verizon's obligations, if any, to Intrado under that section. Verizon's existing contract with the Massachusetts State 911 Department is not a section 251 agreement and, therefore, cannot provide any information that is relevant to determining the scope and nature of Verizon's section 251(c) interconnection obligations, if any, to Intrado in this case. Subject to and without waiving this objection, Verizon MA responds as follows:

Verizon MA has provided the contract.

VZ #4

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ITEM: D.T.C. - Verizon
1-5

Regarding the statement "Intrado seeks an excessive level of dial-plan detail" in Verizon's Panel testimony on page 35 at lines 14 – 15, (a) define "excessive" and (b) explain which language of Intrado's proposed language makes Intrado's request "excessive."

REPLY:

- (a) "Excessive" in this context is intended to refer to a required level of detail that would be "unreasonable, unnecessary, and inefficient." Verizon recognizes the need for both parties to maintain a comprehensive dialing plan to enable the transfer of 911 calls among PSAPs regardless of 911 Service Providers. This capability is referred to as inter-Selective Router transfer. The establishment and maintenance of an inter-Selective Router dialing plan is complex and will require collaboration between the State 911 Department, PSAPs, Verizon and Intrado. Typically, such dialing plans will require frequent modifications resulting from additions, deletions or changes created by PSAPs and/or 911 Service Providers. Verizon does not object to participating in this collaborative effort; maintaining documented dialing plans; sharing such documentation with Intrado or notifying Intrado if a Verizon served PSAP initiates changes.
- (b) Verizon understood Intrado's proposal to require Verizon to incorporate into the Interconnection Agreement the specific details of very customized and ever-changing dialing plans specific to end users. This would require frequent amendments

to the ICA in the future. However, if Intrado's proposed language with respect to dial plans is solely its proposed 911 Attachment section 1.4.4, and if Intrado does not interpret that language to require actual dial plan details in the contract, it may be acceptable to Verizon.

VZ #5

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ITEM: D.T.C. - Verizon
1-6

Regarding interLATA 911 calls within Massachusetts, respond to Intrado's Hicks statement on page 20 at line 8 that "[t]he concept of LATAs...does not apply in the context of 911 traffic." In addition, explain:
(a) Why is LATA language included in Verizon's proposed interconnection language?
(b) Are there currently any Verizon end users, or end offices, in Massachusetts that are located in a LATA different from the PSAP that serves them?
(c) Are 911 calls ever transferred or rerouted between PSAPs that are located in different LATAs?

REPLY:

(a) Verizon's draft interconnection agreement includes LATA language because that agreement implements the section 251/252 interconnection requirements in the Act and the FCC's implementing rules at 47 C.F.R. 51.305(a). This federal law does not distinguish between interconnection for 911 traffic and interconnection for all other types of traffic. A LATA-based model for interconnection with Verizon and other ILECs has been used since the early days of the Telecommunications Act and has been followed for more than a decade by hundreds of carriers that interconnect with the ILECs. The Act does not establish a unique interconnection model for section 251 interconnection for just 911 traffic, as Intrado proposes.

In MA, Verizon operates what are in practice two separate 911 networks, one serving the eastern and central parts of the state and

REPLY CONT'D:

the other serving the western part of the state. Intrado will need to interconnect separately with each Verizon 911 network in order to receive calls from Verizon end offices served by that network. Intrado cannot interconnect with the Verizon 911 network that serves the eastern and central parts of the state to receive calls from Verizon end offices in the western part of the state. Intrado cannot interconnect with the Verizon 911 network that serves the western part of the state to receive calls from Verizon end offices in the eastern and central parts of the state.

The Verizon 911 network in eastern and central MA serves primarily LATA 128. The Verizon 911 network in western MA serves primarily LATA 126. Thus, while there is some limited cross LATA coverage by each network, each network is largely coextensive with the LATA it serves and Intrado will need to interconnect with Verizon in each LATA.

(b) Yes.

(c) Yes. 911 calls are transferred or rerouted between PSAPs that are located in different LATAs. For example, Northampton State Police PSAP (LATA 126) may transfer 911 calls to Framingham State Police PSAP (LATA 128). However, both of these PSAPs are served by the same E911 tandem paired configuration (Westboro and Northampton). Additionally, as part of the existing, statewide E911 network design, inter-tandem trunks have been provisioned between the E911 tandems.

VZ #6

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ITEM: D.T.C. - Verizon
1-7

Regarding applicable tariffs, list the Verizon tariff provisions applicable to Massachusetts LECs for the transport and termination of 911 calls originating on those LECs' networks, if applicable.

REPLY:

Assuming the Massachusetts LEC is a CLEC, the provisions that apply for the transport and termination of 911 calls originating on its network are addressed in their specific interconnection agreements and/or the DTE #17 tariff. In Massachusetts there are two ILECs. The provisions that apply to them are in their agreements which pre-date the 1996 Act and are not in the tariffs.

VZ #7