

**BEFORE THE
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

In the Matter of the Petition of Intrado)
Communications Inc. for Arbitration)
Pursuant to Section 252(b) of the) DTC 08-9
Communications Act of 1934, as)
Amended to Establish an Interconnection)
Agreement with Verizon New England)
Inc. d/b/a Verizon Massachusetts.)

**PREFILED TESTIMONY ON BEHALF OF
VERIZON MASSACHUSETTS**

**WITNESS PANEL:
Peter J. D'Amico
Maureen Napolitano
John Conroy**

DATED: December 29, 2008

TABLE OF CONTENTS

	Page
I. <u>INTRODUCTION</u>	1
II. <u>PURPOSE OF TESTIMONY</u>	5
III. <u>DISCUSSION</u>	6
A. <u>BACKGROUND</u>	6
B. <u>DISPUTED ISSUES</u>	22
<u>ISSUE 1</u> WHERE SHOULD THE POINT(S) 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).....	22
<u>ISSUE 2</u> WHETHER THE PARTIES SHOULD IMPLEMENT INTER-SELECTIVE ROUTER TRUNKING AND WHAT TERMS AND CONDITIONS SHOULD GOVERN THE EXCHANGE OF 911/E911 CALLS BETWEEN THE PARTIES. (911 Att. § 1.4; Glossary §§ 2.6, 2.63, 2.64, 2.67, 2.94, and 2.95)	32
<u>ISSUE 3</u> WHETHER THE FORECASTING PROVISIONS SHOULD BE RECIPROCAL, (911 Att. § 1.6)	36
<u>ISSUE 4</u> WHAT TERMS AND CONDITIONS SHOULD GOVERN HOW THE PARTIES WILL INITIATE INTERCONNECTION? (911 Att. § 1.5)	38
<u>ISSUE 5</u> HOW SHOULD THE PARTIES ROUTE 911/E911 CALLS TO EACH OTHER? (911 Att. §§ 1.3, 1.4, 1.7.3; Glossary §§ 2.6, 2.64, 2.94, 2.95).....	40
<u>ISSUE 6</u> WHETHER 911 ATT. § 1.1.1 SHOULD INCLUDE RECIPROCAL LANGUAGE DESCRIBING BOTH PARTIES’ 911/E911 FACILITIES. (911 Att. § 1.1.1)	64

<u>ISSUE 7</u>	WHETHER THE AGREEMENT SHOULD CONTAIN PROVISIONS WITH REGARD TO THE PARTIES MAINTAINING ALI STEERING TABLES, AND, IF SO, WHAT THE PROVISIONS SHOULD BE. (911 Att., Intrado proposed § 1.2.1).....	66
<u>ISSUE 8</u>	WHETHER CERTAIN DEFINITIONS RELATED TO THE PARTIES' PROVISION OF 911/E911 SERVICE SHOULD BE INCLUDED IN THE INTERCONNECTION AGREEMENT 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"), 2.95 ("Verizon 911 Tandem/Selective Router Interconnection Wire Center")).....	68
<u>ISSUE 9</u>	SHOULD 911 ATTACHMENT SECTION 2.5 BE MADE RECIPROCAL AND QUALIFIED AS PROPOSED BY INTRADO? (911 Att., § 2.5)	74
<u>ISSUE 10</u>	WHAT SHOULD VERIZON CHARGE INTRADO COMM FOR 911E-911 RELATED SERVICES AND WHAT SHOULD INTRADO CHARGE VERIZON FOR 911/E-911 RELATED SERVICES? (911 Att., §§ 1.3, 1.4, 1.7; Pricing Att., §§ 1.3, 1.5, App. A).....	75
<u>ISSUE 11</u>	WHETHER ALL "APPLICABLE" TARIFF PROVISIONS SHALL BE INCORPORATED INTO THE AGREEMENT; WHETHER TARIFFED RATES SHALL APPLY WITHOUT A REFERENCE TO THE SPECIFIC TARIFF; WHETHER TARIFFED RATES MAY AUTOMATICALLY SUPERSEDE THE RATES CONTAINED IN THE PRICING ATTACHMENT, APPENDIX A WITHOUT A REFERENCE TO THE SPECIFIC TARIFF; AND WHETHER THE VERIZON PROPOSED LANGUAGE IN PRICING ATTACHMENT SECTION 1.5 WITH REGARD TO "TBD" RATES SHOULD BE INCLUDED IN THE AGREEMENT. (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).....	82

<u>ISSUE 12</u>	WHETHER VERIZON MAY REQUIRE INTRADO COMM TO CHARGE THE SAME RATES AS, OR LOWER RATES THAN, VERIZON RATES FOR THE SAME SERVICES, FACILITIES, AND ARRANGEMENTS. (Pricing Att. § 2)	84
<u>ISSUE 13</u>	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).....	89
<u>ISSUE 14</u>	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, 2.4)	90
<u>ISSUE 15</u>	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).....	94
<u>ISSUE 16</u>	SHOULD THE VERIZON-PROPOSED TERM “A CALLER” BE USED TO IDENTIFY WHAT ENTITY IS DIALING 911, OR SHOULD THIS TERM BE DELETED, AS PROPOSED BY INTRADO COMM? (911 Att., § 1.1.1)	96

1 I. INTRODUCTION

2 Q. PLEASE INTRODUCE THE PANEL.

3 A. The panel consists of Peter J. D'Amico, Maureen Napolitano, and John
4 Conroy.

5
6 Q. MR. D'AMICO, PLEASE STATE YOUR NAME, YOUR EMPLOYER,
7 AND YOUR BUSINESS ADDRESS.

8 A. My name is Peter J. D'Amico. I am a Product Manager in the switched
9 access and interconnection Product Management Group for Verizon
10 Services Corporation. My business address is 416 7th Avenue, Pittsburgh,
11 Pennsylvania 15219.

12
13 Q. MR. D'AMICO, BRIEFLY STATE YOUR EDUCATIONAL
14 BACKGROUND AND EXPERIENCE IN THE TELECOMMUNICATIONS
15 INDUSTRY.

16 A. I received a Bachelor of Science degree in Marketing from Indiana
17 University of Pennsylvania. I have been employed at subsidiaries of
18 Verizon Communications Inc. and its predecessor companies for 25 years,
19 in positions of increasing responsibility, and have been in product
20 management dealing with interconnection arrangements for the last 19
21 years.

1 **Q. MR. D'AMICO, WHAT ARE YOUR RESPONSIBILITIES IN YOUR**
2 **CURRENT POSITION?**

3 A. My responsibilities include development, implementation, and product
4 management of switched access and interconnection services. I have
5 testified on behalf of Verizon companies in many state commission
6 proceedings over the last seven years, including, among others,
7 interconnection agreement arbitrations under Sections 251 and 252 of the
8 federal Telecommunications Act of 1996 ("the Act") and proceedings
9 addressing Verizon operating companies' entry into interLATA long-
10 distance markets in accordance with Section 271 of the Act.

11
12 **Q. MS. NAPOLITANO, PLEASE STATE YOUR NAME, YOUR EMPLOYER**
13 **AND YOUR BUSINESS ADDRESS.**

14 A. My name is Maureen Napolitano. I am the National Director for E9-1-1
15 Customer Service for Verizon Business. My business address is 125 High
16 St. Room 4008, Boston, Massachusetts 02110.

17
18 **Q. MS. NAPOLITANO, BRIEFLY STATE YOUR EDUCATIONAL**
19 **BACKGROUND AND EXPERIENCE IN THE TELECOMMUNICATIONS**
20 **INDUSTRY.**

21 A. I attended Lowell State Teachers College in Lowell, MA from 1969-1971. I
22 began my career with New England Telephone and Telegraph in 1972.
23 My involvement with E9-1-1 began in 1997, as a Manager in the

1 Information Technology organization, where I was responsible for the
2 team that maintained the 9-1-1 applications and systems within the former
3 NYNEX footprint. At a national level, I was a member of the United States
4 Department of Transportation working committee, convened by Secretary
5 Norman Mineta for the acceleration of wireless enhanced 9-1-1
6 deployment. In addition, I represented Verizon on the NENA (National
7 Emergency Number Association) SWAT team focusing on ubiquitous E9-
8 1-1 deployment for both wireline and wireless service and I was the Chair
9 of the Emergency Services Interconnection Forum (“ESIF”) under ATIS
10 (Alliance for Telecommunication Industry Standards) for 2 years. I also
11 represented Verizon in the Partners Program for the NENA Next
12 Generation initiative for 9-1-1.

13
14 **Q. MS. NAPOLITANO, WHAT ARE YOUR RESPONSIBILITIES IN YOUR**
15 **CURRENT POSITION?**

16 A. I direct a team of approximately 90 Verizon employees that act as the
17 single point of accountability and champions of service for the city, state
18 and local governmental agencies that purchase 9-1-1 solutions from
19 Verizon Business. We provide project management and technical support
20 to Verizon-served Public Safety Answering Points (“PSAPs”) for new
21 deployments as well as day-to-day operational support. Additionally, we
22 are responsible for facilitating the implementation of wireless and voice
23 over Internet protocol (“VoIP”) E911 services to nearly 2,000 Verizon-

1 served PSAPs across the nation in accordance with FCC mandates. We
2 are the first point of contact to assist external entities with their
3 deployment efforts to ensure that emergency calls are routed to the right
4 PSAP and automatic location information (“ALI”) is passed to the call
5 taker. We also administer “pANI” (“pseudo-ANI”) numbers required by
6 wireless carriers and VoIP provisioning centers (“VPC”) for routing of 911
7 calls to PSAPs.

8

9 **Q. MR. CONROY, PLEASE STATE YOUR NAME, YOUR EMPLOYER AND**
10 **YOUR BUSINESS ADDRESS.**

11 A. My name is John Conroy and I am Vice President – Regulatory for
12 Verizon Massachusetts (“Verizon”). My business address is 185 Franklin
13 Street, Boston, Massachusetts 02110.

14

15 **Q. MR. CONROY, BRIEFLY STATE YOUR EDUCATIONAL**
16 **BACKGROUND AND EXPERIENCE IN THE TELECOMMUNICATIONS**
17 **INDUSTRY.**

18 A. I was hired by New England Telephone in June, 1972, after graduating
19 from Stonehill College with a Bachelor of Arts degree in Economics.
20 Since then, I have held various assignments of increasing responsibility in
21 the Revenue Matters, External Affairs, Customer Services, Marketing and
22 Technology, and Public Affairs and Corporate Communications
23 departments of Verizon and its predecessor companies. I have appeared

1 as a witness before the Department, the Maine, New Hampshire and
2 Rhode Island Public Utilities Commissions, and the Vermont Public
3 Service Board.

4

5 **Q. MR. CONROY, WHAT ARE YOUR RESPONSIBILITIES IN YOUR**
6 **CURRENT POSITION?**

7 A. As Vice President Regulatory, I have responsibility for regulatory policy
8 and planning for Verizon in Massachusetts.

9

10 **II. PURPOSE OF TESTIMONY**

11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

12 A. This testimony addresses all of the disputed issues in this arbitration, in
13 which Intrado Communications, Inc. (“Intrado”) is seeking interconnection
14 with Verizon under section 251(c) of the Act. We will explain why the
15 Department should reject or outright dismiss Intrado’s proposals, which
16 have nothing to do with Verizon’s interconnection obligations under the
17 Act, and which would require Verizon to build and pay for a new 911
18 network for Intrado. Intrado’s “interconnection” proposals in this case, if
19 implemented, would completely change the statewide E911 system in
20 Massachusetts, and a bilateral arbitration is not the proper forum to modify
21 the existing emergency call delivery system in Massachusetts.

22

23 **Q. ARE YOU LAWYERS?**

1 A. No, but this entire arbitration turns on the fundamental legal issue of
2 whether the governing law—that is, section 251(c) of the Act—entitles
3 Intrado to the interconnection arrangements it seeks from Verizon. As
4 Verizon will explain in its legal briefs, there is no law supporting Intrado’s
5 proposals—and, in particular, Intrado’s network architecture proposal that
6 is driving this arbitration—so the Department must reject those proposals.
7 Although we will leave detailed legal analyses to Verizon’s lawyers, it is
8 impossible to state Verizon’s positions on the arbitration issues without at
9 least referring to the applicable law.

10

11

III. DISCUSSION

12

A. BACKGROUND

13

Q. WHAT SERVICES DOES INTRADO PLAN TO PROVIDE?

14

A. Intrado will provide 911/E911¹ services only to PSAPs and other public
15 safety agencies that receive emergency 911/E911 calls for a defined
16 geographic area and dispatch emergency medical and public safety
17 services in response to those calls. Intrado’s Petition for Arbitration
18 (“Petition”) describes these services as “routing, transmission, and
19 transport of traditional and non-traditional emergency calls to the
20 appropriate PSAP.” (Petition at 5.) Intrado’s Massachusetts tariff,
21 likewise, states that it will provide “telecommunications services that

¹ In this Testimony, “911” also includes “E911.”

1 permit a Public Safety Answering Point (“PSAP”) to receive emergency
2 calls placed by dialing the number 9-1-1 or emergency calls originated by
3 personal communications devices.”² (Intrado Mass. Tariff No. 1, § 5.1.)

4
5 Intrado will serve no end users of its own who place 911 (or any other)
6 calls over Intrado facilities. Intrado instead seeks to compel Verizon to
7 interconnect with Intrado to handle *Verizon’s* end users’ 911 calls.
8 Indeed, Intrado has made clear that: “The Company [Intrado] is not
9 responsible for the provision of local exchange service to its Customers.”
10 (Intrado Mass. Tariff No. 1, § 2.2, at 16.)

11

12 **Q. IS VERIZON REQUIRED TO PROVIDE INTERCONNECTION TO**
13 **INTRADO FOR ANY PURPOSE INTRADO WISHES?**

14 A. No. Section 251(c)(2) of the Act, under which Intrado seeks
15 interconnection, requires incumbent local exchange carriers to provide
16 interconnection to requesting carriers only “for the transmission and
17 routing of telephone exchange service and exchange access.” (47 U.S.C.
18 § 251(c)(2).) Although it is now apparent that Intrado does not intend to
19 provide local exchange service as other competitive local exchange
20 carriers (“CLECs”) do, it approached Verizon for negotiation of an
21 interconnection agreement as any other CLEC would. We understand,
22 however, that the threshold issue of Intrado’s right to section 251(c)

² Intrado Mass. Tariff No. 1, § 5.1.

1 interconnection for the limited services it will provide is now before the
2 FCC's Wireline Competition Bureau,³ as well as a number of other state
3 commissions, in Intrado arbitrations. Indeed, the Florida Public Service
4 Commission has already dismissed Intrado's arbitrations with Embarq and
5 AT&T, because Intrado's 911 service did not constitute "telephone
6 exchange service and exchange access" (47 U.S.C. § 251(c)(2)(A)) that
7 would entitle it to section 251(c) interconnection under the Act.⁴ Intrado
8 was advised that it could provide its services through the use of a
9 commercial agreement or incumbent local exchange carrier ("ILEC")
10 tariffs.⁵
11

³ See *Petition of Intrado Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Central Telephone Company of Virginia and United Telephone – Southeast, Inc. (collectively, Embarq)*, WC Docket No. 08-33; *Petition of Intrado Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Verizon South Inc. and Verizon Virginia Inc. (collectively, Verizon)*, WC Docket No. 08-185 (consolidated by Order released Dec. 9, 2008, FCC No. DA 08-2682).

⁴ *Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and Conditions for Interconnection and Related Arrangements with AT&T Florida, Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended*, Docket No. 070736-TP, Final Order, Order No. PSC-08-0798-FOF-TP (Dec. 3, 2008) ("*Fla. AT&T/Intrado Order*") (attached as Ex. 1); *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, as Amended*, Docket No. 070699-TP, Final Order, Order No. PSC-08-0799-FOF-TP (Dec. 3, 2008) ("*Fla. Embarq/Intrado Order*") (attached as Ex. 2).

⁵ *Fla. AT&T/Intrado Order* at 9.

1 The Arbitrators in Intrado's arbitrations with AT&T and Verizon in Texas
2 have, likewise, raised doubts about whether ILECs can be forced to
3 arbitrate interconnection agreements with Intrado for the 911 services it
4 plans to provide.⁶ At the Arbitrators' request, Verizon and AT&T
5 submitted briefs in those arbitrations, explaining that Intrado is not, in fact,
6 entitled to section 251(c) arbitration because it is not providing any
7 telephone exchange or exchange access services as defined by federal
8 law.

9

10 In Intrado's arbitrations with Embarq and Cincinnati Bell Telephone in
11 Ohio, the Commission ruled that Intrado is not entitled to section 251(c)
12 interconnection (which Intrado is seeking here) when it seeks to
13 interconnect with the ILEC to take the ILEC's end users' 911 calls to
14 Intrado-served PSAPs. The Ohio Commission instead ruled that the
15 terms of such interconnection are commercial terms under section 251(a),
16 which does not impose any specific interconnection obligations upon the
17 ILEC, as section 251(c) does.⁷

⁶ *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. 3).

⁷ See generally, *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, Arbitration Award ("Ohio Intrado/Embarq Order"), at 33 (Sept. 24, 2008) (attached as Ex. 4) and Entry on Rehearing (Dec. 10, 2008) (attached as Ex. 5); *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.

1 In any event, assuming this arbitration goes forward, Verizon can be
2 required to provide Intrado only the same interconnection and other
3 services it provides to any CLEC. Verizon is not required to create special
4 arrangements for Intrado and Intrado cannot force Verizon to bear the
5 costs of Intrado's network decisions.

6

7 **Q. DO INTRADO'S DEMANDS DESERVE SPECIAL CONSIDERATION**
8 **BECAUSE IT PLANS TO PROVIDE E911 SERVICE TO PSAPS,**
9 **RATHER THAN LOCAL TELEPHONE SERVICE TO BUSINESS AND**
10 **RESIDENCE END USERS LIKE OTHER CLECS?**

11 A. No. Intrado is seeking interconnection with Verizon under section 251(c)
12 of the Act as a certified CLEC in Massachusetts. Verizon should not and
13 cannot be required to provide Intrado any more favorable interconnection
14 arrangements than it does to any CLEC, in accordance with the
15 requirements of the Act and the FCC's implementing rules. Contrary to
16 Intrado's arguments, there are no special interconnection requirements for
17 emergency services, and the Department should not and cannot create
18 any based on Intrado's misguided policy arguments or for any other
19 reason. The same law applies to all CLECs seeking section 251(c)
20 interconnection agreements.

08-537-TP-ARB, Arbitration Award ("*Ohio Intrado/CBT Order*") (Oct. 8, 2008)
(Attached as Ex. 6). The Ohio Commission decided particular arbitration issues
under section 251(a) in Intrado's arbitrations with Embarq and Cincinnati Bell, but
neither Verizon nor Intrado seek arbitration under section 251(a) in this case, and
Verizon is not required and does not agree to arbitrate commercial agreement
terms in this arbitration.

1 Q. IS THAT WHAT THE WEST VIRGINIA PUBLIC SERVICE COMMISSION
2 DECIDED?

3 A. Yes. The West Virginia Public Service Commission decided the issues in
4 Verizon's arbitration with Intrado, despite Intrado's "questionable" right to
5 section 251(c) interconnection with Verizon.⁸ The Arbitrator there
6 concluded (and the Commission confirmed) that Intrado's legal arguments
7 for its unprecedented network architecture were "unsupported by law or
8 reason" and found no support for Intrado's claims about the relative
9 benefits of its planned 911 network:

10 First, Section 251 makes no distinction between
11 interconnection for POTS and interconnection for more
12 specialized services. The same requirements and rules
13 apply to all types of interconnection. If the provision of
14 911/E911 service on a competitive basis is a local exchange
15 service, the same statutory language applies to
16 interconnections to provide that service as for any other
17 telecommunications exchange service. Second, and
18 perhaps more importantly, even if there were a different
19 standard, there is absolutely no evidence in the record of this
20 proceeding to demonstrate that the current 911/E911 system
21 architecture and provision of 911/E911 service in West
22 Virginia are in any way deficient, flawed, substandard or
23 even mediocre.

24
25 (*W.V. Award* at 13 (record citations omitted)).
26

⁸ *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"), at 13 (Nov. 14, 2008) (attached as Ex. 7), affirmed by the Commission in its Dec. 16, 2008 Order (attached as Ex. 8) ("W.V. Order").*

1 Intrado can point to nothing in the law that justifies its extreme proposals,
2 which have nothing to do with section 251(c) interconnection and have
3 never been adopted or even proposed by any CLEC anywhere. As more
4 and more Commissions get a look at Intrado’s attempt to torture the law to
5 fit its overriding objective of shifting its network costs to other carriers,
6 Verizon expects those Commissions to either dismiss Intrado’s arbitrations
7 for lack of entitlement to section 251(c) interconnection—as the Florida
8 Commission did—or to conclude that Intrado’s legal arguments offered to
9 support its proposals are “ludicrous on their face”—as the West Virginia
10 Arbitrator did.⁹

11

12 **Q. BEFORE TURNING TO VERIZON’S POSITIONS ON THE SPECIFIC**
13 **ISSUES, CAN YOU GENERALLY DESCRIBE INTRADO’S**
14 **INTERCONNECTION PROPOSAL?**

15 A. Yes. As we have explained, Intrado plans to provide 911/E911
16 emergency services to PSAPs in Massachusetts. The PSAPs will be
17 Intrado’s only customers; Intrado will not provide telephone service to
18 business or residential end users, so calls will not originate from Intrado’s
19 network to Verizon’s. 911/E911 calls will flow in only one direction—from
20 Verizon’s end users to Intrado, for delivery to Intrado-served PSAPs (to
21 the extent Intrado obtains PSAP customers). Intrado purports to seek

⁹ *W.V. Award* at 13.

1 interconnection with Verizon under section 251(c) of the Act to carry
2 Verizon's end users' emergency calls to PSAPs served by Intrado.

3

4 The parties' fundamental dispute is about whether Intrado is entitled to the
5 kind of "interconnection" arrangements it seeks for the 911 services it
6 plans to provide. Intrado demands that Verizon, *at Verizon's sole*
7 *expense*, interconnect with Intrado *on Intrado's network*, at unspecified
8 locations—at as many points of interconnection ("POIs") as Intrado wishes
9 and as far from Verizon facilities as Intrado wishes. Intrado would require
10 Verizon to get to those POIs by building at least two direct trunks from
11 each affected Verizon end office to Intrado's network. In addition, Intrado
12 would require Verizon to deploy in each of those end offices an unknown,
13 new kind of call-sorting technology in place of Verizon's selective routers
14 used today.

15

16 Intrado's business plan is, therefore, to force Verizon to provide facilities
17 and services that Intrado will market to PSAPs, but that Verizon would
18 actually provide and pay for. *Under Intrado's plan, Verizon would still*
19 *carry its end users' 911 calls to the PSAPs, but instead of being paid to do*
20 *so by the PSAPs, as Verizon is today, Verizon would have to haul those*
21 *calls **for free** to Intrado-served PSAPs and then, on top of that, **pay***
22 *Intrado for interconnecting on Intrado's network.* This extreme plan is
23 rooted in Intrado's objective of shifting as much of its network costs to

1 Verizon as it can. For Intrado's 911 products to succeed in the
2 marketplace, Intrado must convince its potential customers that Intrado's
3 services are comparable in price and quality to Intrado's competitors'
4 products. At the same time, Intrado is seeking to maximize its profit—an
5 objective that will be easier to meet if Intrado can shift its costs to other
6 carriers. To the extent Intrado's cost-shifting effort succeeds, it can sell
7 its services more cheaply to PSAPs, thus gaining an unfair competitive
8 advantage over its 911 competitors.

9

10 **Q. DID THE FLORIDA COMMISSION RECOGNIZE THAT INTRADO WAS**
11 **TRYING TO SHIFT ITS COSTS TO THE ILECS?**

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

22

23 **Q. PLEASE DESCRIBE HOW THE E911 NETWORK WORKS TODAY.**

1 A. Verizon provides E911 services to the State 911 Department pursuant to a
2 contract with the Commonwealth. E911 service provides the PSAPs with
3 automatic number identification, or “ANI” (*i.e.*, the caller’s telephone
4 number) and automatic location identification “ALI” (*i.e.*, the caller’s
5 address) from the party making a 911 call, so that emergency responders
6 can locate the caller even if he or she is incapacitated. The E911 services
7 Verizon provides include trunking, routing and features that enable the
8 State 911 Department to provide E911 service to residents of the
9 Commonwealth.

10

11 Verizon’s wireline network includes a series of end office switches that
12 serve Verizon’s customers. Each end office switch is directly connected, by
13 means of dedicated trunks, to a “mated” pair of special tandem switches,
14 called selective routers, in Massachusetts. These selective routers
15 aggregate 911 calls from the end offices and send them over dedicated
16 circuits to the appropriate PSAPs. When the end office switch forwards a
17 call (and its ANI) to the selective router, the selective router looks up the
18 caller’s number in its database to determine which PSAP is supposed to
19 receive the call. This database associates every Verizon telephone number
20 (and every telephone number of CLEC customers that access E911 via
21 Verizon’s selective router) with the emergency services number of the
22 serving PSAP.

1 Verizon has two pairs of selective routers in Massachusetts. The selective
2 routers are mated, so if the circuits from one selective router to a PSAP are
3 busy, that selective router will automatically transfer the call to the other
4 (mated) selective router that has direct circuits to the PSAP.

5

6 When a PSAP receives a call, the receiving Verizon telephone system
7 automatically sends a request to one of two redundant ALI database
8 locations via dedicated, diverse digital circuits. The address or location
9 information of the caller is returned to the PSAP, which sends the
10 appropriate public safety personnel in response to the emergency call.

11

12 **Q. HOW DOES VERIZON HANDLE 911 CALLS THAT ARE EXCHANGED**
13 **WITH OTHER CARRIERS?**

14 A. Other carriers, such as wireless carriers and CLECs, that do not serve
15 PSAPs themselves still have end users who need to make emergency calls.
16 These carriers generally have service areas that overlap Verizon's and they
17 interconnect at Verizon's selective routers using their own circuits or
18 circuits provided by Verizon or another carrier. These carriers deliver their
19 customers' 911 calls to Verizon's selective router, where the database look-
20 up procedure determines which PSAP should receive the call. In the case
21 of wireless calls, the database look-up is not performed on the caller's
22 actual telephone number, but on a pseudo-ANI assigned by the carrier or its

1 contracted third party database provider in order to route the call to the
2 appropriate PSAP.

3

4 All 911 calls exchanged between Verizon and other carriers today must go
5 through Verizon's selective routers to ensure routing to the appropriate
6 PSAP. Verizon would expect to interconnect with Intrado the same way it
7 does with all other carriers in Massachusetts—that is, at Verizon's selective
8 routers on Verizon's network.

9

10 **Q. HOW IS MASSACHUSETTS' E911 SYSTEM ADMINISTERED TODAY?**

11 A. Massachusetts has, by statute, a statewide E911 system, under which
12 Verizon provides E911 service to 273 PSAPs. The State 911 Department
13 (formerly the Statewide Emergency Telecommunications Board) is the
14 agency responsible for coordinating and administering the implementation
15 of E911 services and promulgating standards to ensure a consistent
16 statewide approach for E911. The Enhanced 9-1-1 system in
17 Massachusetts is funded by a surcharge on all wireline and wireless lines.
18 There is no indication from Intrado's Petition that it has considered at all
19 how or whether its proposed interconnection arrangements would fit with
20 the very detailed and specific requirements for implementation,
21 maintenance, administration and funding of the statewide E911 system in
22 Massachusetts. (See M.G.L. ch. 6A, § 18B-I.) Again, we are not lawyers,
23 but it is clear that the changes Intrado proposes to the existing 911 system

1 cannot be contemplated in this case, but would require the participation of
2 all affected carriers and agencies.

3

4 Indeed, in dismissing Intrado's arbitrations with Embarq and AT&T, the
5 Florida Commission emphasized that "emergence of a competitive
6 911/E911 provider in the Florida marketplace" presents the possibility of
7 "potential unintended consequences that affect more than just the current
8 parties to this docket, impacting all carriers in Florida, including wireless
9 and VoIP providers." (*Fla. Embarq/Intrado Order* at 7; *Fla. AT&T/Intrado*
10 *Order* at 8.) Therefore, the Commission concluded that a bilateral
11 interconnection arbitration was not the appropriate forum to consider
12 matters involving 911 services in Florida, which, as in Massachusetts, are
13 governed by statute:

14 Any changes involving 911/E911 require the facilitation and
15 cooperation of all affected agencies and entities to resolve
16 any changes or complications that affect 911/E911 in
17 Florida. Decisions affecting the provision of 911/E911
18 service in Florida are made by several different agencies,
19 including the Department of Management Services, local
20 and state officials, providers and PSAPs. Accordingly, any
21 discussion regarding the provisioning of competitive
22 911/E911 service in Florida requires that all potentially
23 affected parties be consulted and afforded an opportunity to
24 weigh in on these vital matters.

25

26 (*Fla. Embarq/Intrado Order* at 8; *Fla. AT&T/Intrado Order* at 9.)

27

28 The same considerations are present in this case. It would not be in the
29 public interest here, either, to make decisions affecting 911 services and
30 implicating the 911 statutes in this interconnection arbitration.

1 Q. INTRADO IMPLIES THAT THE EXISTING E911 SYSTEM IS
2 INADEQUATE. IS THAT TRUE?

3 A. No. Intrado's Petition states that its interconnection agreement with
4 Verizon will allow it to provide the innovative services "desperately sought
5 by public safety agencies, voice over Internet protocol ('VoIP') service
6 providers, and other communications providers." (Petition at 4.) To the
7 extent Intrado is suggesting that Verizon's existing E911 services are
8 inadequate or unreliable, or that public safety needs cannot be met unless
9 Intrado enters the market, there is nothing to support such conclusions.
10 On the contrary, as the State 911 Department explains: "Our program is
11 considered one of the best in the country because of its coordinated
12 approach and the redundancy and diversity required of our service
13 provider, Verizon New England. All dispatchers and call-takers that
14 answer Enhanced 9-1-1 calls are required to be certified through the
15 SETB's [Statewide Emergency Telecommunications Board's] training
16 program."¹⁰

17
18 The SETB has worked with Verizon and VoIP service providers serving
19 Massachusetts to integrate new technologies into the E911 system, and
20 VoIP providers must go through a testing process with the SETB to ensure
21 the calls are delivered with complete and accurate information. (*Id.*)

¹⁰<http://www.mass.gov/?pageID=eopsagencylanding&L=3&L0=Home&L1=Public+Safety+Agencies&L2=State+911+Department&sid=Eeops>

1 Q. DOES VERIZON OPPOSE COMPETITION FOR THE 911/E911
2 SERVICES THAT INTRADO CLAIMS IT IS TRYING TO PROMOTE?

3 A. Verizon does not oppose competitive 911 services to the extent the state
4 has decided to permit such services and they are consistent with state 911
5 laws and regulations. Verizon does, however, oppose Intrado's specific
6 market entry scheme, which would require Verizon to build Intrado's 911
7 network for Intrado. Intrado is not trying to promote fair and efficient
8 competition in the provision of 911 services; it is openly seeking
9 subsidization of its business plan by other carriers and their end users.

10

11 Q. WOULD INTRADO'S INTERCONNECTION PROPOSAL CHANGE THE
12 EXISTING 911 SYSTEM?

13 A. Yes. It would completely change that system. As we will explain in the
14 context of Issues 1 and 5, Intrado's interconnection proposal would require
15 Verizon to interconnect with Intrado on Intrado's own network and would
16 require Verizon and all other carriers to establish and pay for redundant
17 direct trunks from their end offices to each Intrado-served PSAP. Intrado's
18 proposal would also prohibit Verizon and other carriers from using
19 Verizon's selective routers to route 911 calls to the appropriate PSAP, and
20 would require Verizon to develop and deploy a new call-sorting
21 methodology in every affected end office. Verizon has 270 end offices in
22 Massachusetts, it serves 273 PSAPs, and CLECs and wireless carriers
23 typically send their end users' emergency calls through Verizon's selective
24 routers for sorting to the appropriate PSAP. ***Given these facts, the
25 magnitude and expense of the changes Intrado is proposing with its***

1 ***new network architecture would be staggering.*** They are also
2 completely unnecessary to allow Intrado to compete for 911 services.

3

4 **Q. SO THE DEPARTMENT DOES NOT NEED TO APPROVE INTRADO'S**
5 **SPECIFIC INTERCONNECTION PROPOSALS IN ORDER FOR**
6 **INTRADO TO PROVIDE ITS COMPETITIVE E911 SERVICE?**

7 A. No. While interconnection of the parties' networks may be necessary for
8 Verizon's end users to reach Intrado's PSAP customers, the *specific*
9 *interconnection arrangements* Intrado seeks are not necessary for Intrado
10 to provide any competitive E911 services that may be authorized in
11 Massachusetts. Assuming competitive E911 services are permitted in
12 Massachusetts, Intrado can provide its services using the same
13 interconnection arrangements as other CLECs (and ILECs) do—*by*
14 *interconnecting with Verizon on Verizon's network, as section 251(c)*
15 *requires.* But Intrado is seeking unique interconnection arrangements and
16 trying to use the section 251 process for the purpose of shifting as much
17 of its network costs as possible to Verizon and its end users. If Intrado
18 wishes to implement a new 911 network in Massachusetts, then Intrado
19 must build that network itself; it has no right to force Verizon and its
20 customers to pay for it, as Intrado proposes.

21

1 **B. DISPUTED ISSUES**

2 **ISSUE 1 WHERE SHOULD THE POINT(S) OF INTERCONNECTION BE**
3 **LOCATED AND WHAT TERMS AND CONDITIONS SHOULD**
4 **APPLY WITH REGARD TO INTERCONNECTION AND**
5 **TRANSPORT OF TRAFFIC? (911 Att., §§ 1.3, 1.4, 1.5, 1.6.2,**
6 **1.7.3, 2.3.1; Glossary §§ 2.63, 2.64, 2.67, 2.94, 2.95)**

7

8 **Q. WHAT IS A “POINT OF INTERCONNECTION?”**

9 A. Local exchange carriers must interconnect their networks so their
10 customers can call each other. A point of interconnection (“POI”) is the
11 location where that interconnection occurs—where one carrier’s network
12 ends and the other carrier’s network begins. In other words, assuming
13 that a CLEC has customers that place calls, when a CLEC customer calls
14 a Verizon customer, the CLEC hands the call off to Verizon at a POI on
15 Verizon’s network, and Verizon delivers the call from the POI to its
16 customer. Similarly, when a Verizon customer calls the CLEC’s customer,
17 Verizon hands the call off to the CLEC at the same POI, and the CLEC
18 delivers the call from the POI to its customer. Depending on their
19 particular agreements, carriers may interconnect at one or a number of
20 POIs. The originating carrier is financially responsible for delivering traffic
21 to the POI. The terminating carrier is responsible for delivering that traffic
22 from the POI to its customer.

23

24 As noted, however, this arbitration does not involve the usual
25 interconnection situation where a CLEC and ILEC interconnect so their
26 end users can call one another. Intrado is seeking interconnection to

1 deliver only 911 calls from Verizon end users to PSAPs served by Intrado.
2 PSAPs will not call Verizon's end users, so calls will not originate from
3 Intrado's network.

4

5 **Q. IS THERE LAW GOVERNING PLACEMENT OF THE POI?**

6 A. Again, we are not lawyers, but the Act and the FCC's rules explicitly
7 address placement of the POI, as the Department can see for itself.
8 Section 251(c), under which Intrado seeks interconnection, states that
9 each incumbent local exchange carrier has the duty to provide
10 "interconnection with the local exchange carrier's network...at any
11 technically feasible point within the carrier's network." (47 U.S.C. §
12 251(c)(2)(B)). The FCC's rule implementing this provision, Rule 51.305,
13 likewise makes clear that the incumbent LEC must provide interconnection
14 with its network "[a]t any technically feasible point *within the incumbent*
15 *LEC's network*" (emphasis added). Consistent with this law, Verizon
16 proposes for Intrado to interconnect with Verizon at a technically feasible
17 point of interconnection on Verizon's network within each LATA.

18

19 **Q. DOES INTRADO RECOGNIZE THE FEDERAL LAW REQUIRING POIS**
20 **TO BE ON VERIZON'S NETWORK?**

21 A. Yes. Intrado's Petition (at 15) states: "As a competitive provider, Intrado
22 Comm has the right to designate the location of the POI pursuant to
23 section 251," and then quotes section 251(c)(2) of the Act and FCC rule
24 51.305(a), which require the CLEC to interconnect "within the incumbent
25 LEC's network." (Petition at 15 n. 19.)

1 **Q. WHERE DOES INTRADO PROPOSE TO INTERCONNECT WITH**
2 **VERIZON?**

3 A. Where Verizon is the designated 911/E911 service provider, Intrado
4 agrees to deliver its 911/E911 calls to Verizon at a point on Verizon’s
5 network—specifically, the selective router serving the PSAP. (Petition at
6 15; Intrado’s proposed 911 Att., § 1.3.1.) This part of Intrado’s proposal
7 correctly reflects the legal requirement for Intrado to establish a POI on
8 Verizon’s network. However, it will have little practical effect because
9 Intrado’s only customers will be PSAPs, and they will not be making
10 emergency 911 calls. The parties’ dispute with respect to Issue 1 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. In that case, Intrado’s proposed language
14 would require Verizon to build out to, and interconnect within, Intrado’s
15 network at multiple points. (See Intrado’s proposed 911 Att., § 1.3.2.)

16
17 **Q. HAS INTRADO TOLD VERIZON WHERE ON INTRADO’S NETWORK**
18 **THOSE POIS WOULD BE?**

19 A. No. Intrado refuses to specify where it would establish POIs when it
20 serves a PSAP. Its contract language is broad enough to allow it to
21 establish as many POIs as it wishes, at any points on its network that it
22 wishes, whether inside or outside Massachusetts. (See Intrado’s
23 proposed 911 Att., § 1.3.2.) In other words, Verizon has no idea where
24 Intrado plans to require Verizon to deliver calls to Intrado, except that it will
25 be at multiple POIs somewhere on Intrado’s network.

1 **Q. DOES INTRADO’S PROPOSAL COMPLY WITH THIS LAW?**

2 A. No. Despite Intrado’s recognition that Intrado must choose a POI *on*
3 *Verizon’s network*, Intrado proposes to establish POIs on its own network.
4 Although we are not lawyers, no elaborate legal interpretation is
5 necessary to understand that “within the incumbent LEC’s network” in the
6 FCC’s Rule cannot also mean “outside the incumbent LEC’s network.”

7

8 **Q. THEN WHAT IS INTRADO’S RATIONALE FOR TRYING TO FORCE**
9 **VERIZON TO INTERCONNECT ON INTRADO’S NETWORK?**

10 A. Intrado claims that is only seeking the same arrangements Verizon uses
11 “when interconnecting with CLECs and adjacent ILECs for transport of
12 911/E911 traffic to the appropriate PSAP.” (Petition at 16.) In terms of
13 legal justification, Verizon expects Intrado to make the same argument it
14 has elsewhere: that Verizon must interconnect with Intrado on Intrado’s
15 network to satisfy section 251(c)(2)(C) of the Act, which requires
16 incumbent LECs to provide interconnection “that is at least equal in quality
17 to that provided by the local exchange carrier to itself or to any subsidiary,
18 affiliate, or any other party to which the carrier provides interconnection.”

19

20 **Q. CAN YOU COMMENT ON INTRADO’S LEGAL THEORY?**

21 A. We can give our perspective from a plain-language reading of the law,
22 leaving any more detailed analysis to Verizon’s legal briefs.

23

24 The “equal-in-quality” provision that Intrado has used to justify its
25 proposal, section 251(c)(2)(C), appears right after the above-quoted

1 subsection 251(c)(2)(B), which requires interconnection on the ILEC’s
2 network. The Act’s equal-in-quality requirement is implemented through
3 FCC Rule 51.305(a)(3). That section (which immediately follows section
4 51.305(a)(2), requiring the POI to be “within the incumbent LEC’s
5 network”) tracks the language of the Act, then makes clear that
6 satisfaction of the equal-in-quality criterion requires the ILEC to “design
7 interconnection facilities to meet the same technical criteria and service
8 standards that are used within the incumbent LEC’s network.”

9

10 The equal-in-quality criterion in the Act’s section 251(c)(2)(C) and FCC
11 Rule 51.305(a)(3) addresses a different subject—that is, service quality
12 and technical design criteria—from the specific language with respect to
13 POI placement in section 251(c)(2)(B) and FCC rule 51.305(a)(2).
14 Because they address distinct subjects, there is no question of one
15 section obliterating another, as Intrado has argued. Indeed, both
16 requirements are in the *very same statute*—meaning that Congress *has*
17 *already decided* that there is no conflict between requiring interconnection
18 on the ILEC’s network and requiring equal-in-quality interconnection.

19

20 **Q. DID THE WEST VIRGINIA ARBITRATOR GIVE ANY CREDENCE TO**
21 **INTRADO’S CLAIM THAT VERIZON WAS TRYING TO “OBLITERATE”**
22 **THE EQUAL-IN-QUALITY REQUIREMENT?**

23 A. No. She rejected this frivolous argument in the strongest possible terms:
24 “Intrado’s arguments are ludicrous on their face. On the one hand, Intrado
25 argues that Verizon cannot use one obligation under Section 251(c) to

1 'obliterate' another obligation under Section 251(c). That is certainly true
2 enough. However, Intrado's own argument would require exactly that
3 outcome." (*WV Award* at 13.) The Arbitrator pointed out, as Verizon has
4 here, that the equal-in-quality criterion in section 251(c)(2)(C) and the
5 FCC's rules implementing it address "the technical standards which apply
6 at the point of interconnection," not the location of the point of
7 interconnection: "The subsection on which Intrado has hung so much of
8 its argument doesn't even apply to the location of the point of
9 interconnection." (*Id.* at 13.) The West Virginia Arbitrator correctly
10 observed that the issue with respect to location of the POI was "quite
11 simple to decide," because the law was so "clear and unequivocal" in
12 requiring the POI to be within the ILEC's network. (*Id.* at 12-13.)

13
14 **Q. DOES VERIZON HAVE ANY INTERCONNECTION ARRANGEMENTS**
15 **LIKE THE ONES INTRADO IS PROPOSING HERE?**

16 A. No. Aside from the flaws in Intrado's legal argument, its facts are wrong.
17 Contrary to Intrado's argument that it is just seeking the same kind of
18 interconnection Verizon has with other CLECs and ILECs, Verizon has not
19 implemented in any state, with any carrier, the kind of interconnection
20 arrangements Intrado seeks here for 911 traffic. Intrado would not only
21 force Verizon to interconnect with Intrado at POIs somewhere on Intrado's
22 network, but, as we explain in Issue 5, Intrado would dictate how Verizon
23 gets 911 traffic to those POIs and would require Verizon to deploy a new
24 call-sorting method to replace selective routing.

1 **Q. IS INTRADO CORRECT THAT IT IS ASKING ONLY FOR THE KIND OF**
2 **INTERCONNECTION VERIZON HAS WITH ADJACENT ILECS FOR 911**
3 **TRAFFIC?**

4 A. No. First, the arrangements Verizon has with adjacent ILECs for the
5 exchange of 911 traffic are not section 251 interconnection agreements,
6 which is what Intrado seeks here. Such arrangements, therefore, could
7 not guide the Department's resolution of the parties' disputes about their
8 rights and obligations under section 251(c) (in the event the Department
9 determines that Intrado has a right to section 251(c) interconnection).

10

11 Moreover, as Intrado acknowledges (Petition at 17), adjacent ILECs
12 typically exchange 911 calls at a meet point--that is, each party builds its
13 network out to an agreed point at which they mutually exchange traffic.
14 This usually entails a relatively limited build-out from Verizon's network.
15 And because the facilities that are constructed by Verizon carry all sorts of
16 traffic between Verizon and the other carrier (and not just 911 calls), the
17 cost and administrative burdens associated with those facilities are not
18 restricted to 911 calls but are spread over the many different types of
19 traffic Verizon exchanges with the other ILEC.

20

21 Adjacent ILEC meet-point arrangements are, therefore, very different from
22 Intrado's proposal, under which traffic would flow almost entirely one way
23 (from Verizon to Intrado) and Verizon would bear the entire cost of getting
24 it from Verizon's network to potentially very distant POIs on Intrado's

1 network. In short, in the typical meet-point arrangement, one carrier is not
2 shifting its costs to the other, as Intrado is trying to do here with Verizon.

3

4 **Q. HAS VERIZON OFFERED INTRADO MEET-POINT ARRANGEMENTS?**

5 A. Yes. Meet-point arrangements are a standard term in Verizon's section
6 251(c) interconnection contracts, but Intrado rejected the meet-point
7 approach. It continues to insist that Verizon build out all the way to
8 Intrado's network, rather than to a reasonable meet-point, which would not
9 include construction of facilities outside of Verizon's service territory or
10 across LATA boundaries.

11

12 **Q. WHAT ABOUT INTRADO'S CLAIM THAT IT IS ONLY SEEKING THE**
13 **SAME KIND OF INTERCONNECTION VERIZON REQUIRES OF**
14 **CLECS?**

15 A. Intrado's claim is wrong. Intrado's argument seems to be that Verizon
16 requires CLECs to bring their traffic to a POI on Verizon's network, so it is
17 only fair to require Verizon to bring its traffic to a POI on the CLEC's
18 network. The problem with this *policy* argument is that it ignores the *law*
19 stating that the POI must be within the ILEC's network. That is why other
20 CLECs take their traffic there, and that is why Intrado, like any other
21 CLEC, must also take its traffic to a POI (or POIs) on Verizon's network.
22 And aside from the governing law, Intrado's proposal is not, in fact, fair at
23 all, because there is no reciprocity. As we have explained, the parties will
24 not "exchange" end user traffic as an ILEC and CLEC would under the

1 usual interconnection agreement. Under the Verizon/Intrado agreement,
2 traffic will flow almost entirely one way—from Verizon to Intrado—and
3 Verizon would pay to haul all of it under Intrado’s proposal.

4

5 **Q. CAN THE DEPARTMENT ADOPT INTRADO’S NETWORK**
6 **ARCHITECTURE PROPOSAL BASED ON INTRADO’S CLAIM THAT IT**
7 **IS THE MOST EFFICIENT AND RELIABLE? (SEE PETITION AT 16.)**

8 A. No. Again, Intrado’s *policy* arguments about the merits of its
9 interconnection architecture are irrelevant; they cannot override the *law*
10 requiring the POI(s) to be within Verizon’s network. In any event, Intrado’s
11 policy claims are, once again, wrong. Intrado’s network architecture
12 proposal may very well be more “efficient and effective” (Petition at 17) for
13 Intrado, but it is grossly inefficient for Verizon and other carriers, which will
14 have to bear the expense of Intrado’s entirely new network configuration,
15 as we will explain further in response to Issue 5. As for reliability, as we
16 explain later, Intrado’s proposal is more likely to undermine than promote
17 network reliability.

18

19 **Q. IS INTRADO’S INTERCONNECTION PROPOSAL CONSISTENT WITH**
20 **INDUSTRY RECOMMENDATIONS?**

21 A. No. Intrado has suggested that because its proposal would require
22 multiple “geographically diverse” POIs (Petition at 16) and redundant
23 direct trunks to each of those POIs, it comports with the diversity and
24 redundancy recommendations of the FCC’s Network Reliability and

1 Interoperability Council (“NRIC”) and National Emergency Number
2 Association (“NENA”). Contrary to Intrado’s suggestion, its direct trunking
3 proposal, which would require some new form of call routing, is not an
4 industry-standard arrangement and is not used by anyone. Support for
5 the principles of diversity and redundancy does not constitute support for
6 Intrado’s particular network architecture arrangement. Indeed, as we
7 explain later, no one has developed a reliable way to sort calls from end
8 offices, as Intrado’s direct trunking proposal would require, so there is no
9 way of knowing whether Intrado’s proposed arrangements could at any
10 point provide an acceptable level of accuracy. The integrity of the 911
11 system and the quality of access to that system is of paramount
12 importance to Verizon. Verizon would never voluntarily implement a
13 feature, like an untested call-sorting mechanism, that is non-industry-
14 standard to replace Verizon’s time-tested and accurate system.

15
16 In any event, no matter how redundant and diverse Intrado’s proposed
17 interconnection arrangement would be, it cannot be forced upon Verizon,
18 *because it is based on the erroneous view that Intrado may designate*
19 *POIs anywhere on its own network and force Verizon to haul traffic there.*

20 In any event, this is not a proceeding to determine whether or how to
21 reconfigure the Commonwealth’s 911 network; it is a bilateral
22 interconnection arbitration under the Act.

23

24 **Q. HOW SHOULD THE DEPARTMENT RESOLVE ISSUE 1?**

1 A. The Department should reject Intrado’s unlawful and unprecedented
2 proposal to force Verizon to build facilities to, and interconnect with,
3 Intrado at multiple, unspecified points on Intrado’s network. The
4 Department should instead direct the parties to incorporate into their
5 interconnection agreement the language Verizon proposes for §§1.3 and
6 1.4 of the 911 Attachment.

7
8 The legal issue with respect to POI placement is driving Intrado’s network
9 architecture proposal and, therefore, this arbitration. As Verizon points out
10 in its positions on other issues, Intrado’s proposals and related language
11 for resolving a number of issues in the arbitration incorrectly assume that
12 Verizon must interconnect with Intrado on Intrado’s network. Once the
13 Department rejects Intrado’s unlawful position on Issue 1, many of the
14 other issues in this arbitration will be resolved.

15
16 **ISSUE 2** **WHETHER THE PARTIES SHOULD IMPLEMENT INTER-**
17 **SELECTIVE ROUTER TRUNKING AND WHAT TERMS AND**
18 **CONDITIONS SHOULD GOVERN THE EXCHANGE OF 911/E911**
19 **CALLS BETWEEN THE PARTIES. (911 Att. § 1.4; Glossary §§**
20 **2.6, 2.63, 2.64, 2.67, 2.94, and 2.95)**
21

22 **Q. DO THE PARTIES DISPUTE WHETHER INTER-SELECTIVE ROUTER**
23 **TRUNKING SHOULD BE USED?**

24 A. No. Inter-selective router trunking is trunking between the parties’
25 respective selective routers. Such trunking allows transfer of calls
26 between PSAPs when calls are initially directed to the wrong PSAP. This

1 may occur, for example, in the case of a wireless call because of a lack of
2 identification of the caller's exact location.

3

4 Verizon does not oppose inter-selective-router trunking. In fact, Verizon's
5 position in this arbitration is that interconnection between Verizon and
6 Intrado for *all* 911 calls can and should be accomplished by means of
7 inter-selective router trunks (rather than direct trunking from Verizon's end
8 offices and deployment of a new call-sorting methodology to replace
9 selective routing). However, the details of Intrado's specific inter-selective
10 routing proposal are unacceptable for a number of reasons.

11

12 **Q. PLEASE LIST THE REASONS WHY THE DEPARTMENT SHOULD**
13 **REJECT INTRADO'S SPECIFIC INTER-SELECTIVE-ROUTING**
14 **PROPOSAL.**

15 A. First, and most fundamentally, Intrado's inter-selective-router trunking
16 proposal assumes that Intrado may force Verizon to deliver 911 calls
17 being transferred from a Verizon-served PSAP to an Intrado-served PSAP
18 *at a POI on Intrado's network*. As Verizon explained in response to Issue
19 1, Verizon cannot lawfully be forced to build out its network to a POI on
20 Intrado's network. Therefore, the Department must reject Intrado's
21 proposal and associated language for Issue 2, just as it must for Issue 1.

22

23 Second, because Intrado proposes to designate POIs on its own network
24 when it serves a PSAP in a particular area, it follows that all of the inter-
25 selective router trunking between Verizon's selective routers and Intrado's

1 selective routers would be on Verizon's side of the POI in this scenario.
2 Therefore, under Intrado's proposal, Verizon would have to pay for
3 virtually all of the trunking between Verizon's and Intrado's selective
4 routers, as well as any other activities necessary to implement Intrado's
5 particular method for selective router-to-selective router transfers. (These
6 obligations would be in addition to Intrado's proposal, discussed in
7 conjunction with Issue 5, to make Verizon pay for direct trunks from
8 Verizon's end offices to Intrado's selective routers.) Intrado's proposal is,
9 therefore, inequitable and anticompetitive (as well as unlawful). Intrado is
10 once again seeking to make Verizon pay to implement new capabilities
11 that Intrado can then market to PSAPs.

12

13 Third, the PSAPs served by Verizon and Intrado must *agree* to transfer
14 misdirected 911 calls between them before such transfers can occur.
15 Intrado argues that "[t]he interoperability currently available to ILECs
16 providing 911/E-911 services must be made available to Intrado Comm
17 when it offers a competing 911/E-911 service product." (Petition at 18.) It
18 is not clear what Intrado means, but to the extent it is saying that PSAPs
19 should have the same arrangements that they do today to transfer calls
20 between one ILEC-served PSAP and another, that is not a matter for
21 Verizon's and Intrado's interconnection agreement. The agreement
22 between Verizon and Intrado cannot impose upon PSAPs specific
23 interoperability provisions without their consent, as Intrado seeks to do.
24 Verizon does not seek to dictate PSAPs' call transfer arrangements, but

1 rather, where PSAPs have agreed to transfer calls between themselves,
2 Verizon will work with Intrado to establish arrangements for these
3 transfers. An interconnection agreement cannot, however, purport to
4 control the conduct of third parties or the services that can be sold to
5 them.

6
7 Fourth, Intrado's proposed language specifying particular activities to be
8 undertaken by the parties in support of Intrado's proposed call transfer
9 methodology would require the parties to maintain inter-911-selective
10 router dial plans. (Intrado proposed 911 Att., § 1.4.4.) Verizon agrees
11 that current dial plans are necessary to ensure proper transfers of calls
12 between companies' selective routers, and Verizon is willing to provide
13 this information to Intrado just as it does to other providers. But Intrado
14 seeks an excessive level of dial-plan detail in the interconnection
15 agreement that is not customary, appropriate, or workable, and that is
16 better left to the implementation efforts that are ordinarily undertaken by
17 interconnecting carriers.

18

19 **Q. HOW SHOULD THE DEPARTMENT DECIDE ISSUE 2?**

20 A. The Department should reject Intrado's language related to Issue 2, which
21 incorrectly assumes that Verizon can be forced to interconnect on
22 Intrado's network, and which would impose other unreasonable and
23 unworkable obligations upon Verizon. The Department should instead

1 direct the parties to incorporate into their interconnection agreement
2 Verizon's proposed §1.4 of the 911 Attachment.

3

4 **ISSUE 3 WHETHER THE FORECASTING PROVISIONS SHOULD BE**
5 **RECIPROCAL. (911 Att. § 1.6)**
6

7 **Q. WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO THIS ISSUE?**

8 A. The disputed language for this issue addresses forecasting of trunks for
9 traffic exchanged between the parties' networks. Verizon's language for
10 section 1.6.2 of the 911 Attachment requires Intrado to provide a semi-
11 annual forecast of the number of trunks Verizon will need to provide for
12 the exchange of traffic with Intrado. Intrado proposes to make this
13 language reciprocal, so that Verizon would need to provide forecasts of
14 the number of trunks Intrado would need to provide for the exchange of
15 traffic with Verizon.

16

17 **Q. WHY SHOULD THE DEPARTMENT REJECT INTRADO'S**
18 **"RECIPROCAL" TRUNK FORECASTING REQUIREMENT?**

19 A. Intrado's proposal for so-called "reciprocal" forecasting obligations would
20 serve no useful purpose and would impose an unnecessary burden on
21 Verizon. Intrado's proposal is premised on the fallacy that there will be
22 "mutual exchange of traffic between the Parties." (Petition at 20.) But as
23 we have explained, traffic will flow virtually all one way, from Verizon to
24 Intrado, under the parties' agreement, because Intrado will handle only

1 911 calls from Verizon's end users (except for the transfer of an
2 occasional misdirected call between a PSAP served by Intrado and a
3 PSAP served by Verizon). The number of trunks necessary for traffic
4 flowing from Verizon to Intrado will depend on Intrado's success in the
5 market, which is something completely outside of Verizon's control and
6 ability to predict. Once Intrado has established facilities to transport
7 Verizon end user 911 calls to an Intrado-served PSAP, Intrado will be able
8 to track the volume of traffic passing through its network to the PSAP. In
9 addition, as the West Virginia Commission concluded in rejecting Intrado's
10 reciprocal forecasting proposal, Intrado-served PSAPs, which have a
11 business relationship with Intrado, will be better positioned than Verizon to
12 assess call volumes to them (*W.V. Arb. Order* at 3-4), so there is no
13 reason to place this burden on Verizon.

14
15 **Q. IS INTRADO'S ASSERTED NEED FOR ONGOING TRUNK**
16 **FORECASTS FROM VERIZON ALREADY ADDRESSED BY THE**
17 **DRAFT AGREEMENT?**

18 A. Yes. To the extent Intrado has a legitimate need for forecasts, that need
19 will be fully met through language the parties have already agreed upon.

20 The agreed-upon language in 911 Attachment section 1.5.5, states:

21 Upon request by either Party, the Parties shall meet
22 to: (a) review traffic and usage data on trunk groups;
23 and (b) determine whether the Parties should
24 establish new trunk groups, augment existing trunk
25 groups, or disconnect existing trunks.
26

1 This language, which requires Intrado and Verizon to cooperate in
2 updating arrangements for traffic exchange, will assure that Intrado will
3 receive the type and quantity of information it needs to assure adequate
4 trunking between the parties' networks.

5

6 **Q. HOW SHOULD THE DEPARTMENT DECIDE ISSUE 3?**

7 A. The Department should delete Intrado's proposed forecasting language in
8 section 1.6 of the 911 Attachment.

9

10 **ISSUE 4 WHAT TERMS AND CONDITIONS SHOULD GOVERN HOW THE**
11 **PARTIES WILL INITIATE INTERCONNECTION? (911 Att. § 1.5)**
12

13 **Q. WHAT ARE THE AREAS OF DISPUTE BETWEEN INTRADO AND**
14 **VERIZON WITH RESPECT TO THIS ISSUE?**

15 A. This issue is related to Issue 1, whether Verizon can be forced to
16 interconnect with Intrado at POIs on Intrado's network. Verizon's
17 proposed language for Section 1.5 of the 911 Attachment correctly
18 recognizes that interconnection will occur on Verizon's network, and that
19 certain steps need to be taken to initiate service at the POI(s) on Verizon's
20 network. Intrado's competing language, however, assumes that Intrado
21 may require as many POIs on its network as it wishes and that Verizon will
22 provide Intrado information about those interconnection arrangements;
23 and, further, that there will be a need, each time Intrado signs up a new
24 PSAP customer, for Verizon to establish new direct trunks from Verizon's

1 end offices to a POI on Intrado's network (see also Verizon's response to
2 Issue 5).

3

4 **Q. WHY SHOULD THE DEPARTMENT REJECT INTRADO'S LANGUAGE?**

5 A. First, because it reflects the erroneous notion that Verizon must
6 interconnect with Intrado on Intrado's network. Second, when Intrado
7 interconnects with Verizon on Verizon's network (as it must) and Verizon
8 routes its end users' 911 calls to Intrado through Verizon's 911 selective
9 routers (see Verizon's response to Issue 5), then, while Intrado will have
10 the right to interconnect at as many technically feasible points on
11 Verizon's network as Intrado wishes (either when interconnection is
12 initially established in a LATA or at a later time), as a practical matter
13 Intrado will only need to interconnect to Verizon's network at the offices
14 where Verizon's 911 selective routers are located. These
15 interconnections would probably be established by Intrado when it initially
16 interconnects with Verizon. Thereafter, changes to these interconnection
17 arrangements would be managed under 911 Attachment Section 1.5.5. If
18 Intrado for some reason needs additional interconnection arrangements in
19 a LATA, it can order them from Verizon pursuant to Verizon's generally
20 established business practices for CLEC interconnection. Therefore,
21 Intrado's specific contract language on this point is unnecessary and
22 would be confusing.

23

1 **Q. HOW SHOULD THE DEPARTMENT RESOLVE ISSUE 4?**

2 A. Once the Department finds that Verizon cannot be required to
3 interconnect on Intrado's network, Intrado's proposed language in §§
4 1.5.1, 1.5.2, 1.5.3 and 1.5.4 of the 911 Attachment would be deleted in
5 favor of Verizon's proposed language in those same sections, which
6 correctly describes how Intrado can initiate interconnection at technically
7 feasible POIs on Verizon's network.

8

9 **ISSUE 5 HOW SHOULD THE PARTIES ROUTE 911/E911 CALLS TO**
10 **EACH OTHER? (911 Att. §§ 1.3, 1.4, 1.7.3; Glossary §§ 2.6, 2.64,**
11 **2.94, 2.95)**
12

13 **Q. WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO ISSUE 5?**

14 A. Issue 5 is another issue linked to Issue 1. As explained in Issue 1, the
15 foundation of Intrado's network architecture proposal is Intrado's unlawful
16 demand for Verizon to interconnect on Intrado's network. The other
17 principal elements of Intrado's network architecture plan fall under Issue 5.
18 Intrado described its network architecture proposal in its Petition in only
19 the vaguest terms, probably because it is patently unreasonable. Intrado
20 states that it would require Verizon to implement "certain minimum
21 arrangements" for routing Verizon's customers' 911 calls to Intrado-served
22 PSAPs, including "the requisite number of diversely routed 911/E-911
23 trunks." (Petition at 21.) What Intrado's proposal would actually require is
24 for Verizon to buy or build a minimum of two new dedicated 911 trunks

1 from each end office (Verizon has 270 end offices) in areas where Intrado
2 is the designated 911 service provider to an unspecified number of POIs
3 somewhere on Intrado's network. (Intrado's proposed 911 Att., § 1.34(ii).)
4 Intrado's proposal for direct end office trunking means that calls would no
5 longer be aggregated at Verizon's selective routers, which today sort calls
6 to the appropriate PSAP. But because Verizon's end offices do not have
7 this call-sorting capability, some kind of new call-sorting method would
8 have to be developed and deployed in those end offices. In other states,
9 Intrado has recommended that Verizon deploy what Intrado calls "line
10 attribute routing" to get calls to Intrado-served PSAPs, and Verizon
11 expects that Intrado may make the same recommendation here, as well.
12 Intrado proposes for Verizon (and, as explained below, other carriers) to
13 bear the entire cost of Intrado's proposed network architecture.

14

15 **Q. HOW DOES VERIZON PROPOSE TO ROUTE 911 CALLS FROM ITS**
16 **CUSTOMERS TO INTRADO-SERVED PSAPS?**

17 A. In situations where Intrado serves a PSAP, Verizon would route calls from
18 Verizon's customers to Intrado in the same way Verizon routes calls to a
19 PSAP today. An E911 call from a Verizon end user would travel to
20 Verizon's selective router over Verizon's existing trunks and then the
21 selective router would route the call to a POI on Verizon's network, from
22 which Intrado will carry the call to its selective router.

23

1 Q. **WHAT IS WRONG WITH INTRADO'S PROPOSAL TO CHANGE THIS**
2 **APPROACH?**

3 A. First, as discussed in Issue 1, Intrado's network architecture proposal
4 assumes that Intrado has the right to designate points of interconnection
5 on Intrado's own network, which it does not.

6
7 Second, Intrado's proposal for Verizon to install direct trunks from its end
8 offices to POIs on Intrado's network would dictate how Verizon designs its
9 own network for the purpose of routing calls on Verizon's side of the POI.
10 There is nothing that would justify one carrier dictating to another carrier
11 how it transports traffic *within its own network*.

12
13 Third, Intrado's direct trunking proposal would also dictate how *other*
14 carriers design their networks, by requiring them to also direct trunk to
15 Intrado's network, rather than routing their traffic through Verizon's
16 selective routers, as most CLECs and wireless carriers do today.

17
18 Fourth, Intrado's proposal risks compromising the reliability of the 911
19 system. Intrado's direct end office trunking approach will not work without
20 implementation of some kind of new call-sorting methodology in Verizon's
21 end offices. But Verizon's end offices do not have call-sorting capability,
22 which resides exclusively in the selective routers. That means that
23 Verizon would have to develop and implement some kind of new routing

1 feature in all of its end offices in areas with Intrado-served PSAPs.
2 Verizon is not aware of any alternative to selective routing in use today, or
3 even in development. The line attribute routing concept Intrado has
4 proposed elsewhere has not been implemented anywhere and is in all
5 material respects like the “class marking approach” that is both obsolete
6 and not an accepted methodology for routing 911 calls, as we explain in
7 more detail later. In addition, Intrado has not explained how it will force its
8 network architecture proposal on other carriers that operate in
9 Massachusetts; if it cannot do so, then there is no assurance these
10 carriers’ end users’ calls will reach the appropriate PSAP.

11
12 All of these issues with Intrado’s proposal are part of the overarching
13 problem with that proposal—that is, it would require Verizon (and other
14 carriers) to essentially build a new 911 network for Intrado. Again, Intrado
15 has not told Verizon how many POIs it plans to establish or where on
16 Intrado’s network they would be, so Intrado’s plan for Verizon to haul 911
17 traffic to potentially very distant POIs gives it *carte blanche* to impose
18 unknown and unlimited costs upon Verizon. Even if Intrado’s proposal
19 were lawful (and it is not), we understand that the FCC requires carriers to
20 pay the ILEC for any expensive forms of interconnection it requests, as
21 Verizon will explain in its brief.¹¹

¹¹ See *Implementation of the Local Competition Provisions in the Telecomm. Act of 1996*, First Report and Order, 11 FCC Rcd 15499, ¶ 199 (1996).

1 **Q. PLEASE EXPLAIN HOW INTRADO'S NETWORK ARCHITECTURE**
2 **PROPOSAL WOULD AFFECT CARRIERS OTHER THAN VERIZON.**

3 A. CLECs and wireless carriers today typically choose to send their 911 calls
4 to Verizon's selective routers for routing to PSAPs. If Intrado's direct
5 trunking plan is approved, Verizon would no longer be able to transport
6 911 traffic from other carriers to Intrado-served PSAPs, so those carriers
7 would have no choice but to lease or build their own facilities to directly
8 connect on Intrado's network—thereby increasing their costs--or leave
9 their customers without access to 911 service. Neither result is in the
10 public interest. And we doubt that these other carriers would be eager to
11 raise their own costs for Intrado's benefit by establishing new direct trunks
12 to Intrado. In short, even assuming that Intrado could compel Verizon to
13 comply with its interconnection proposal, there is a gaping hole in Intrado's
14 plan that risks leaving many Massachusetts customers without access to
15 E911 service.

16
17 **Q. DOES INTRADO HAVE THE RIGHT TO STOP VERIZON FROM**
18 **TRANSPORTING CALLS FROM OTHER CARRIERS TO INTRADO-**
19 **SERVED PSAPS?**

20 A. No. This legal issue will be addressed in greater detail in Verizon's briefs,
21 but we understand that section 271(c)(2)(B)(vii)(I) of the Act requires
22 Verizon to provide other carriers with nondiscriminatory access to 911
23 services. Today virtually all CLECs and wireless carriers provide their

1 customers access to 911 services by interconnecting at the ILECs'
2 selective routers. Intrado's proposal would remove this option for CLECs,
3 disrupt Verizon's agreements reflecting this option, and thus compromise
4 Verizon's ability to meet its obligation to provide nondiscriminatory access
5 to 911 services.

6

7 **Q. DOES INTRADO HAVE ANY PLAN TO ASSURE 911 CALLS GET TO**
8 **THE RIGHT PSAP IF ITS DIRECT TRUNKING PROPOSAL IS**
9 **ADOPTED?**

10 A. No. As we have explained, Verizon's end offices cannot perform the call
11 sorting necessary to send 911 calls to the appropriate PSAP. This call-
12 sorting capability instead resides in Verizon's selective routers. But
13 because Intrado's direct trunking proposal would bypass Verizon's
14 selective routers, someone has to come up with another way to try to
15 assure calls are sorted to the right PSAP. Intrado has, therefore,
16 proposed for Verizon to deploy—and to pay for—new call-sorting
17 capability in Verizon's end office switches. Intrado's demand for Verizon
18 to provide direct trunks from Verizon's end offices to POIs on Intrado's
19 network thus goes hand-in-hand with this new call routing methodology
20 yet to be developed. There will be no reason for the Department to
21 consider or any new call sorting alternative to Verizon's existing selective
22 routers if it rejects (as it should) Intrado's direct trunking proposal.

23

1 **Q. DOES INTRADO'S CONTRACT LANGUAGE REQUIRE LINE**
2 **ATTRIBUTE ROUTING?**

3 A. No, Intrado's draft language does not require any specific call routing
4 method, but Intrado nonetheless recognizes that its direct trunking
5 proposal will not work without some kind of new call routing method to
6 replace selective routing. Therefore, when Intrado began to litigate these
7 arbitrations around the country, it unambiguously proposed line attribute
8 routing as part of its direct trunking proposal. Line attribute routing,
9 however, is not an industry standard, has never been used anywhere and
10 is, in fact, just a concept dreamed up by Intrado to try to convince public
11 utilities commissions that Intrado's direct trunking approach will work. As
12 911 entities and commissions have become aware of Intrado's line
13 attribute concept, it has generated serious concerns. In Texas, for
14 example, a coalition of state and local 911 agencies and associations
15 were given special permission to file position statements in Intrado's
16 arbitrations with Verizon and AT&T, in order to help "ensure that public
17 safety interests are not compromised via either a negotiated or arbitrated
18 interconnection agreement between the Parties." The Texas 911 coalition
19 was particularly concerned about Intrado's line attribute routing proposal,
20 explaining that granting that proposal "would be contrary to law, the public
21 interest, public safety, and be null and void as a matter of law"¹² in Texas.

¹² *Petition of Intrado, Inc. for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended, to Establish an Interconnection Agreement with AT&T Texas*, Unopposed Joint Motion of the Tex. Comm'n on State Emergency Comm., the Texas 9-1-1 Alliance, and the Municipal Emergency

1 The West Virginia Enhanced 9-1-1 Council, in a letter to the Commission
2 in Verizon's arbitration with Intrado, also expressed concern about
3 Intrado's line attribute routing proposal: "The 9-1-1 Council is concerned
4 about the reliability and effectiveness of this method of emergency call
5 delivery." ¹³ And the Ohio Commission rejected Intrado's direct trunking
6 proposal in Intrado's arbitrations with Embarq and Cincinnati Bell, citing
7 the lack of any law to support it, as well as "conflicting evidence
8 concerning the reliability and expense of implementing such an
9 arrangement." (*Ohio Embarq/Intrado Award*, at 33; *Ohio CBT/Intrado*
10 *Award*, at 15.)
11
12 The concerns have prompted Intrado to adopt more of a soft-sell approach
13 to line attribute routing, in an effort to try to salvage its direct trunking
14 proposal. Instead of asking public utilities commissions to require Verizon
15 to implement line attribute routing, Intrado is now "offering" or
16 "recommending" it as the routing component of its direct trunking proposal.
17 This tack does not make Intrado's case any more credible. Whether

Comm. Districts Ass'n for Leave to File a Statement of Position, at 2-3 (filed Oct. 17, 2008); *Petition of Intrado, Inc. for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended, to Establish an Interconnection Agreement with Verizon Southwest*, Unopposed Joint Motion of the Tex. Comm'n on State Emergency Comm., the Texas 9-1-1 Alliance, and the Municipal Emergency Comm. Districts Ass'n for Leave to File a Statement of Position, at 1-2 (Oct. 17, 2008) (attached as Ex. 9).

¹³ Letter from R. Hoge, Secretary, West Virginia Enhanced 9-1-1 Council, Inc. to S. Squire, Exec. Secretary, W.V. Pub. Serv. Comm'n, filed in Docket 08-0298-T-PC, dated Nov. 7, 2008 (attached as Ex. 10.)

1 Intrado proposes line attribute routing or nothing at all for call routing along
2 with its direct trunking proposal, there is no existing, reliable call-sorting
3 alternative to selective routing.
4

5 **Q. DID INTRADO PROPOSE LINE ATTRIBUTE ROUTING IN ITS**
6 **PETITION FOR ARBITRATION HERE?**

7 A. As we pointed out, Intrado's Petition is vague on the details of its direct
8 trunking proposal, and its Petition was silent as to how Verizon would be
9 expected to route calls to the right PSAP if Intrado's direct trunking
10 proposal is adopted. Intrado may not propose anything in its testimony,
11 either. However, in the event that Intrado supports line attribute routing
12 here, as it has everywhere else, we are obliged to address it here,
13 because there is no rebuttal testimony in the schedule.
14

15 **Q. WHAT WOULD IMPLEMENTATION OF LINE ATTRIBUTE ROUTING**
16 **INVOLVE?**

17 A. Verizon would have to establish line attribute tables for Verizon central
18 offices where Intrado is designated as the 911/E911 service provider for
19 an area containing Verizon end users; engineer and install separate trunk
20 groups for each PSAP; manually reprogram each of its access lines
21 served in the affected central offices and modify its ordering and
22 provisioning systems to accommodate this arrangement--causing Verizon
23 to have duplicate ordering and provisioning processes to serve its end
24 users.
25

1 Verizon has not implemented line attribute routing before in
2 Massachusetts or anywhere else; indeed, it is only a concept at this point,
3 so we can't be certain that the activities we've listed include everything
4 that Verizon would need to do to develop and deploy this new feature. In
5 addition, Intrado has refused to identify the location of the POIs where it
6 would require Verizon and all other carriers to interconnect. It is, therefore,
7 difficult to precisely quantify how much Intrado's proposal would increase
8 Verizon's expenses (and expenses to other carriers), but it will surely be
9 enormously expensive. In Florida, Embarq, a much smaller carrier than
10 Verizon in Massachusetts, estimated that it would cost a million dollars for
11 Embarq to implement Intrado's line attribute routing proposal there.

12

13 **Q. IS LINE ATTRIBUTE ROUTING SIMILAR TO ANOTHER CALL**
14 **ROUTING METHOD USED IN THE PAST?**

15 A. Yes. What Intrado has referred to as line attribute routing is substantially
16 the same as a process known in the industry as "class marking." Class
17 marking is a manual process in which each end user's telephone number
18 is programmed into the serving end office switch to correspond to a
19 specific 911 trunk group when the end user dials 911. When a single
20 switch supplies dial tone to a large area that is served by multiple PSAPs,
21 class marking requires separate 911 trunks for each PSAP.

22

23 For example, if Verizon has an end office switch that provides local
24 service to customers in three towns served by three different PSAPs,

1 class marking/line attribute routing would require Verizon to establish
2 three different sets of 911 trunks, one set for each PSAP, as well as to
3 manually program each end user's line in the switch.

4

5 **Q. IS THERE ANY DIFFERENCE BETWEEN CLASS MARKING AND LINE**
6 **ATTRIBUTE ROUTING?**

7 A. Our understanding is that the only difference between "class marking" and
8 "line attribute routing" is that Intrado claims its process would require
9 Verizon (and presumably all other non-incumbent telecommunications
10 carriers) to validate the address information of their end users against the
11 master street address guide ("MSAG") or street index guide ("SIG"). As
12 explained below, and contrary to Intrado's suggestion that this MSAG/SIG
13 validation process is an enhancement to class marking, it is more likely to
14 increase the likelihood of error and is even more costly than class
15 marking.

16

17 **Q. IS THE WAY THAT VERIZON ROUTES 911 CALLS TODAY VIA**
18 **SELECTIVE ROUTERS THE INDUSTRY STANDARD?**

19 A. Yes. Using selective routers is efficient because it enables a company to
20 aggregate and route calls to multiple PSAPs through a single switch.
21 Conversely, it is not efficient to build multiple trunks from multiple end
22 offices to multiple selective routers, as Intrado's proposal would require.
23 The industry standard is to concentrate trunks from end offices at a "911

1 tandem” or selective router from which a single trunk group serves the
2 PSAP. This type of most-efficient configuration is used throughout the
3 country.¹⁴

4

5 **Q. IS SELECTIVE ROUTING MORE EFFICIENT AND RELIABLE THAN**
6 **CLASS MARKING?**

7 A. Yes. Class marking was a temporary accommodation occasionally used
8 approximately 20 years ago by some carriers before selective routers
9 were widely deployed. As NENA has recognized, “[c]lass marking in the
10 end office is typically a manual process, and error-prone in comparison to
11 mechanized Selective Routing control.” (*Id.* at 30.) Line attribute routing,
12 like class marking, would still require manual reprogramming of each of
13 Verizon’s lines in central offices serving counties served by Intrado; there
14 is no automated process today for such reprogramming (which would be a
15 major undertaking requiring unknown cost and time to develop and test).
16 Manual processing, in addition to being time consuming and expensive,
17 always introduces the potential for greater error than an automated
18 process, and Intrado’s line attribute routing proposal appears to require
19 even more manual processing than class marking because of its
20 MSAG/SIG verification process.

21

¹⁴ See National Emergency Number Association (“NENA”) Technical Development Conference 9-1-1 Tutorial (“NENA Tutorial”), at 5. This tutorial can be accessed at the following website:
<http://www.nena.org/florida/Directory/911Tutorial%20Study%20Guide.pdf>

1 In short, Intrado's line attribute routing proposal suffers from the same
2 fundamental drawbacks that made class marking unacceptable. It would
3 be recklessly detrimental to public safety to order a process that is purely
4 conceptual—as is Intrado's line attribute routing proposal—for any
5 purpose in the 911 context.

6

7 **Q. WHAT OTHER PUBLIC SAFETY CONCERN DOES INTRADO'S PLAN**
8 **RAISE?**

9 A. An additional network reliability concern, as noted above, is that Intrado's
10 network architecture proposal would require all carriers, including CLECs
11 and wireless carriers, to direct trunk traffic to Intrado-served PSAPs.
12 Intrado has not explained how it plans to force these carriers to adopt its
13 network architecture proposal. In the absence of agreement with Intrado,
14 it appears the 911 calls of these carriers' customers would not reach
15 Intrado-served PSAPs. Intrado has not addressed this very serious public
16 safety concern, which alone merits rejection of its proposal.

17

18 **Q. HAS INTRADO CLAIMED THAT A NEW CALL ROUTING**
19 **METHODOLOGY IS A SECTION 251 INTERCONNECTION**
20 **REQUIREMENT?**

21 A. No, nor could it. The new call routing methodology that Intrado's direct
22 trunking proposal would require—whether it is line attribute routing or
23 something else—has nothing to do with interconnection under § 251(c)(2)
24 of the Act, so Verizon has no obligation to provide it, let alone provide and

1 pay for it. A new way of routing calls to PSAPs would be a process
2 affecting switch translations and line coding and routing, which occur on
3 the ILEC's side of the POI. The ILEC alone is responsible for what
4 happens on its side of the POI, just as the CLEC is responsible for what
5 happens on its side of the POI. Intrado has no right to dictate what
6 Verizon does on its side of the POI, and it cites no legal authority
7 supporting its attempt to do so.

8

9 **Q. THEN HOW DOES INTRADO ATTEMPT TO JUSTIFY ITS**
10 **PROPOSAL?**

11 A. Again, instead of citing any law, Intrado claims that its proposal for Verizon
12 to direct trunk its end users' 911 traffic from Verizon's end offices to
13 Intrado's selective routers is consistent with Verizon's use of dedicated
14 trunks to route its own end users' call to its PSAP customers, and the way
15 in which Verizon "requires" competitors to deliver their end users' 911 calls
16 to Verizon's selective routers. (Petition at 22.)

17

18 **Q. IS THAT TRUE?**

19 A. No. As we discussed under Issue 1, interconnection with Verizon's
20 network by CLECs is fundamentally different from Intrado's proposed
21 method of "interconnection" with Verizon's network. Intrado's attempt to
22 defend its network architecture proposal by claiming that it's just the same
23 thing Verizon requires of other carriers is wrong. Again, when Verizon

1 exchanges traffic with CLECs through section 251(c) interconnection
2 agreements—like the one Intrado is seeking here—those CLECs bring
3 their traffic to Verizon’s network because federal law requires them to
4 interconnect within the ILEC’s network. And Verizon does not “require” all
5 CLECs to bring their 911 traffic to Verizon’s selective routers, but most do
6 so because it is the most efficient solution for them.

7

8 **Q. IS THERE ANY ALTERNATIVE, OTHER THAN INTRADO’S LINE**
9 **ATTRIBUTE ROUTING PROPOSAL, THAT MIGHT BE USED TO**
10 **IMPLEMENT INTRADO’S DIRECT TRUNKING PLAN?**

11 A. No, and that is the reason for Intrado’s waffling on line attribute routing. If
12 Intrado doesn’t propose any routing component in conjunction with its
13 direct trunking recommendation, Intrado would be making just half a
14 proposal. Line attribute routing is the only proposal Intrado has to support
15 its direct trunking approach, so Intrado has no choice but to keep
16 advocating it, despite its manifest drawbacks and the public safety
17 concerns it raises. Intrado, therefore, is left lending lukewarm support for
18 line attribute routing, but taking the position that it is ultimately Verizon’s
19 responsibility to make Intrado’s direct trunking proposal work—and
20 apparently, to bear the liability for dropped 911 calls when it doesn’t work
21 as well as the reliable, industry-standard selective routing system used
22 today. Indeed, Intrado’s tariff specifies that it will bear no liability for
23 portions of its service provided by other carriers.¹⁵ So, in addition to

¹⁵ Intrado Mass. Tariff No. 1, § 2.5.1.2.5, “Connections with Other

1 shifting the costs of its network to Verizon, Intrado is attempting to shift the
2 liability for its services to Verizon.

3

4 While Intrado may be willing to risk Verizon's end users' safety by leaving
5 open the question of how to assure their 911 calls get to their destination,
6 Verizon would never willingly expose its customers to such risk—and
7 neither, Verizon submits, should this Department be willing to do so. If
8 Intrado wishes to shift the industry toward its new direct trunking approach
9 (which all carriers, not just Verizon, would have to adopt under Intrado's
10 plan), then that is an issue to be worked out by the industry, with
11 appropriate input from all relevant agencies and potentially affected
12 parties. This critical issue is not something to be left to an ILEC to figure
13 out by itself as a result of a bilateral arbitration decision.

14

15 **Q. HAS INTRADO DOWNPLAYED THE EXTRAORDINARY NATURE OF**
16 **ITS LINE ATTRIBUTE ROUTING RECOMMENDATION?**

17 A. Yes. For example, Intrado has suggested that line attribute routing should
18 not be burdensome for Verizon because it is comparable to the process
19 used for presubscription to a long-distance provider. Again, Verizon has
20 not implemented so-called line attribute routing anywhere, and no one has
21 asked for this feature. Line attribute routing is a completely different

Telecommunications Providers” states: “When the facilities or services of other companies are used in establishing connections to points or services provided to Customers not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.”

1 process from toll-provider presubscription—the implementation of which
2 was itself a multi-year effort across the states. The fact that ILECs
3 implemented presubscription provides no support for Intrado’s proposal for
4 Verizon to implement *and pay for* the completely different process of line
5 attribute routing (or any other, unspecified call routing mechanism).

6

7 **Q. DOES INTRADO RECOGNIZE THAT VERIZON WOULD PAY FOR**
8 **IMPLEMENTING INTRADO’S NETWORK ARCHITECTURE**
9 **PROPOSAL?**

10 A. Intrado has never disputed that it expects Verizon to pay for Intrado’s
11 proposed network architecture—interconnection on Intrado’s network, new
12 direct trunks, and a new call-sorting feature—but Intrado has not
13 recognized the magnitude of the costs associated with these demands.
14 Its position has simply been that the costs of providing end users access
15 to 911/E911 services should be borne by the communications service
16 provider and recovered from the rates charged to its local exchange
17 service subscribers. In other words, Verizon and other carriers should be
18 expected to raise their retail rates to cover the cost of establishing
19 Intrado’s new 911 system. Intrado, of course, has no end users, so all the
20 burden would be on other carriers’ customers—apparently, in addition to
21 the 911 surcharges they already pay for access to the existing 911
22 system. This anticompetitive suggestion is obviously not in Verizon’s
23 customers’ interests and not in the public interest.

24

1 It also has nothing to do with Verizon's obligations under section 251(c) of
2 the Act. The Department does not have the latitude to ignore the law and
3 make a policy choice that Verizon and other carriers should bear the costs
4 of implementing Intrado's business plan, even if the Department did
5 believe Intrado's speculation that it would provide superior 911 services
6 with its as-yet-unbuilt network. And even if the Department had such
7 authority, Intrado's plan would not be in the public interest, because fair
8 and efficient competition cannot develop if carriers are forced to bear their
9 competitors' costs.

10

11 **Q. HAS INTRADO SUGGESTED THAT VERIZON'S TARIFFS GIVE IT AN**
12 **ADVANTAGE OVER INTRADO?**

13 A. Yes. Intrado has suggested that Verizon has a competitive advantage
14 over Intrado because only ILECs have tariffs that they use to recover
15 costs associated with access to 911/E-911 services to end users. Verizon
16 does not understand this argument, because Intrado has its own tariff,
17 under which it can presumably recover its costs from governmental
18 agencies responsible for paying telecommunications bills.

19

20 In any event, Verizon's tariffs would not give Verizon the ability to recover
21 any of the costs Intrado is trying to shift to Verizon (nor should Verizon's
22 customers have to pick up those costs). Under Intrado's proposal,
23 Verizon would have to bear all the costs of Intrado's interconnection

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

4

5 **Q. DOES INTRADO'S DIRECT TRUNKING PROPOSAL CREATE**
6 **PROBLEMS WITH ROUTING 911 CALLS FROM SPLIT WIRE**
7 **CENTERS?**

8 A. Yes, this is another problem with Intrado's proposal. Split wire centers are
9 Verizon wire centers that serve some end users whose 911 calls will be
10 destined for a Verizon-served PSAP and some end users whose 911 calls
11 will be destined for a PSAP served by another carrier (in this case,
12 Intrado). Split wire centers may exist, for instance, where a wire center
13 serves more than one county. Because Verizon routes 911 calls to PSAPs
14 by means of selective routers and cannot identify at the end office which
15 PSAP should receive a caller's 911 calls, Intrado's proposal to require direct
16 trunking of 911 calls from Verizon end offices to Intrado's network without
17 use of a Verizon selective router would require Verizon to route to Intrado
18 all of the 911 calls from an end office, including 911 calls bound for PSAPs
19 served by Verizon. As a consequence, Intrado's proposal would require
20 Verizon to route all of the 911 calls from that wire center (including those
21 bound for the Verizon-served PSAP) to Intrado, and Intrado would hand
22 the calls for the Verizon-served PSAP back to Verizon. There is no
23 legitimate reason to adopt this inefficient arrangement.

1 **Q. IS INTRADO'S DIRECT TRUNKING PROPOSAL NECESSARY TO**
2 **ASSURE NETWORK RELIABILITY, AS INTRADO HAS SUGGESTED?**

3 A. No, as we have explained, just the opposite is true. The arrangement
4 Intrado suggests is not necessary for any legitimate reason, including
5 reliability of the 911 network. Given the critical need to assure reliable 911
6 communications, the Department cannot accept Intrado's bald speculation
7 that its scheme will have a higher degree of reliability than Verizon's
8 proven process.

9
10 Intrado's untested proposals are likely to undermine -- not enhance --
11 network reliability. As we have explained, Intrado's proposal would
12 prohibit Verizon from aggregating calls at its selective routers. These
13 include not just calls from Verizon's end users, but the end users of
14 CLECs and wireless carriers that currently send their 911 traffic to
15 Verizon's selective routers for sorting to the right PSAP. If Intrado fails to
16 secure direct trunking agreements from all of these carriers, their end
17 users' emergency calls will not be transmitted to Intrado-served PSAPs.
18 Intrado has not provided and cannot provide any assurance that it will be
19 able to force direct trunking agreements on every carrier that might today
20 send emergency calls to PSAPs through Verizon's selective router.

21

22 **Q. INTRADO TAKES THE POSITION THAT VERIZON'S SELECTIVE**
23 **ROUTING IS AN UNECESSARY STEP IN THE CALL PATH TO THE**
24 **PSAPS. IS THAT TRUE?**

1 A. No. Selective routing is necessary for calls to be directed to the
2 appropriate PSAP. When a Verizon end office is served by multiple
3 PSAPs, selective routing is the only industry-accepted means available for
4 911 calls to be routed to the correct PSAP. And, for other carriers (such
5 as CLECs and wireless carriers), unless they establish direct connections
6 to Intrado's network, they will need to continue to route their calls to
7 Intrado-served PSAPs through a Verizon selective router. It would only be
8 potentially unnecessary for a particular Verizon end office if all of the
9 PSAPs serving that end office were served by Intrado and *and all other*
10 *carriers established direct trunks to route emergency calls to Intrado.*

11

12 **Q. DOES THE DEPARTMENT NEED TO DETERMINE WHETHER**
13 **INTRADO'S LINE ATTRIBUTE ROUTING PROPOSAL IS**
14 **TECHNICALLY FEASIBLE?**

15 A. No. Verizon expects Intrado to argue that Verizon is required to
16 implement any technically feasible interconnection or access request.
17 Verizon will explain in its legal brief why this notion is wrong, but we
18 understand that the Act makes technical feasibility a consideration only in
19 the context of a CLEC's designation of a POI within the ILEC's network.
20 (47 U.S.C. § 251(c)(2)(B).) Intrado's direct trunking proposal, of course,
21 erroneously assumes POIs on Intrado's network. In addition, as we've
22 pointed out, Intrado's proposals have nothing to do with section 251
23 interconnection. They are simply demands for Verizon to change the way

1 it sorts calls in its facilities on its own network, so that Intrado and its
2 PSAP customers can bypass Verizon's selective routers.

3

4 **Q. IF THE DEPARTMENT REJECTS INTRADO'S DIRECT TRUNKING**
5 **PROPOSAL, WOULD INTRADO AGREE THAT VERIZON SHOULD BE**
6 **PERMITTED TO RECOVER ITS COSTS FOR THE SELECTIVE**
7 **ROUTING IT PROVIDES TO INTRADO-SERVED PSAPS?**

8 A. No. Intrado's position has been that selective routing is part of local
9 exchange service that should be built into local service rates, rather than
10 assessed to PSAPs. Intrado has, therefore, asserted that PSAPs should
11 not pay for selective routing *even if Commissions reject Intrado's direct*
12 *trunking/new call routing proposal* and Verizon still provides selective
13 routing to PSAPs served by Intrado. In other words, Intrado openly
14 advocates denying Verizon payment for 911 functions provided to Intrado-
15 served PSAPs and expects Verizon's end users to pick up the costs of
16 Intrado's business plan.

17

18 Intrado's aim in denying Verizon cost recovery for selective routing is clear
19 and entirely illegitimate. To the extent that neither the PSAP nor Intrado
20 has to pay Verizon for the selective routing functions Verizon performs for
21 an Intrado-served PSAP, Intrado can provide relatively more attractive
22 pricing to PSAPs than its competitors, which would have to recover
23 selective routing costs from their own end users.

1 Q. INTRADO HAS CLAIMED THAT ITS DIRECT TRUNKING/LINE
2 ATTRIBUTE ROUTING PROPOSAL WILL BENEFIT VERIZON. IS
3 THAT TRUE?

4 A. No. Intrado has claimed that its direct trunking approach would yield
5 benefits to Verizon in terms of easing trunk capacity issues and
6 addressing ALI failures, lengthy repair times, and address validation
7 errors. Intrado's claims are ill-founded. First, Verizon, not Intrado, has the
8 right to decide how best to configure its own network, and it is certainly *not*
9 the approach Intrado is proposing in this case. Second, direct end office
10 trunking to Intrado's selective routers would exacerbate, not alleviate,
11 potential problems with trunk capacity. A fundamental traffic capacity
12 principle is that there is greater traffic capacity and less chance of
13 blockage when traffic is aggregated to one group of facilities (Verizon's
14 approach) and a greater chance of 911 call blockage if Verizon is forced to
15 separate its end user traffic to multiple trunk groups (as Intrado proposes).
16 Third, there are no problems that need addressing today in Verizon's 911
17 network in terms of ALI failures, lengthy repair times, address validation
18 errors, or anything else—certainly nothing that would justify the major
19 network reconfiguration that Intrado would require. There is absolutely no
20 way any minimal benefits to be gained from Intrado's proposal, even if
21 there were any, could outweigh the enormous expense Verizon would
22 have to incur to establish and maintain the direct trunking system Intrado
23 proposes—and no way Intrado can overcome the lack of any legal support

1 for the Department to order Verizon to implement Intrado's network
2 architecture proposal.

3

4 **Q. HAS ANY COMMISSION RULED ON INTRADO'S DIRECT**
5 **TRUNKING/LINE ATTRIBUTE PROPOSAL?**

6 A. To Verizon's knowledge, only the Ohio and West Virginia Commissions
7 have ruled on Intrado's direct trunking proposal, and they rejected it. The
8 West Virginia Arbitrator ruled that "Intrado's proposals for direct trunking,
9 line attribute routing and the elimination of the use of Verizon's selective
10 routers are all rejected, since, with the establishment of the point of
11 interconnection on Verizon's network, those requests by Intrado intrude
12 upon Verizon's right to engineer its own system in the manner that it
13 deems best." (*W.V. Award* at 20; *W.V. Order* at 3 ("the arbitrator properly
14 determined that Verizon may organize its call delivery to the POI as it sees
15 fit and properly rejected the Intrado demand for dedicated trunk lines from
16 every end office to the Intrado network.")).

17

18 In Intrado's arbitrations with Embarq and Cincinnati Bell Telephone in
19 Ohio, the Ohio Commission ruled that the ILECs were "not required to
20 utilize direct end office trunking in conjunction with class marking/line
21 attribute routing." The Ohio Commission pointed out that there was no
22 FCC requirement for direct trunking and cited concerns about reliability

1 and expense as additional reasons for rejecting Intrado's direct trunking
2 proposal.¹⁶

3

4 **Q. HOW SHOULD ISSUE 5 BE RESOLVED?**

5 A. The Department should reject Intrado's proposals, which have no basis in
6 law or sound policy. Specifically, the Department should find that Verizon
7 is not required to: (1) build facilities to and interconnect at a point or points
8 of interconnection on Intrado's network; (2) install direct trunking from its
9 end offices to POIs on Intrado's network; or (3) implement line attribute
10 routing or any other new kind of call routing methodology to go along with
11 direct trunking. The Department should reject Intrado's language related to
12 these proposals and instead direct the parties to incorporate into their
13 interconnection agreement the language Verizon proposes for sections
14 1.3, 1.4, and 1.7.3 of the 911 Attachment, and sections 2.6, 2.64, 2.94 and
15 2.95 of the Glossary.

16

17 **ISSUE 6 WHETHER THE 911 ATTACHMENT, § 1.1.1 SHOULD INCLUDE**
18 **RECIPROCAL LANGUAGE DESCRIBING BOTH PARTIES'**
19 **911/E-911 FACILITIES. (911 Att. § 1.1.1)**
20

21 **Q. WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO THIS ISSUE?**

¹⁶ See *Ohio Embarq/Intrado Order*, at 15; *Ohio CBT/Intrado Order*, at 15.

1 A. Contrary to Intrado’s statement of position in its Petition (at 23), Verizon
2 has not opposed including language in the Agreement describing its own
3 911/E-911 network components (as well as Intrado’s). Rather, Verizon
4 opposes Intrado’s language *inaccurately* describing Verizon’s network
5 components. Intrado’s language with respect to Verizon’s
6 “Tandem/Selective Router(s)” is deliberately vague as to the function of
7 these routers—which Verizon’s language makes clear is to route 911 calls
8 between Verizon’s end offices and the PSAPs—no doubt to advance
9 Intrado’s objective of forcing Verizon to bypass its own selective routers
10 and to instead implement some new form of call routing. In addition,
11 Intrado’s language does not reflect the location of a 911 Tandem/Selective
12 Router in Verizon’s network—that is, at a point between Verizon’s end
13 offices and the PSAPs. Accordingly, the Department should exclude from
14 the Agreement Intrado’s proposed sentence describing Verizon’s
15 911/E911 facilities.

16
17 Alternatively, the Department should adopt the following sentence in place
18 of Intrado’s proposed sentence:

19 For areas where Verizon is the 911/E-911 Service Provider,
20 Verizon provides and maintains (a) Verizon 911 Tandem/Selective
21 Router(s) for routing 911/E-911 Calls from Verizon End Offices to
22 PSAP(s) and (b), if Verizon manages the ALI Database, the ALI
23 Database.

24
25 Verizon’s compromise language accurately describes the key function
26 performed by Verizon’s 911 tandem/selective routers in Verizon’s

1 network—that is, routing calls from the Verizon end offices from which 911
2 calls originate to PSAPs. Verizon’s compromise language is also
3 consistent with Verizon’s proposed definitions of “Verizon 911
4 Tandem/Selective Router” in Glossary § 2.64 and “Verizon 911
5 Tandem/Selective Router” in Glossary § 2.94 and properly reflects that
6 Verizon manages the ALI database where Verizon has been selected by
7 the 911 Controlling Authority to do so.

8

9 **ISSUE 7** **WHETHER THE AGREEMENT SHOULD CONTAIN PROVISIONS**
10 **WITH REGARD TO THE PARTIES MAINTAINING ALI STEERING**
11 **TABLES, AND, IF SO, WHAT THE PROVISIONS SHOULD BE.**
12 **(911 Att., Intrado proposed § 1.2.1)**
13

14 **Q. WHAT IS THE PARTIES’ DISPUTE WITH RESPECT TO THIS ISSUE?**

15 A. This issue deals with how ALI databases are maintained in areas where
16 Intrado provides 911 service to a PSAP and manages an ALI database.
17 Verizon does not disagree with Intrado that the parties should work
18 together to ensure that misdirected 911 calls are directed to the right
19 PSAP. (Petition at 24.) Therefore, Verizon has agreed to language
20 requiring the parties to “establish mutually acceptable arrangements and
21 procedures for inclusion of Verizon End User data in the ALI Database” for
22 areas where Intrado is the 911 provider and manages the ALI (automatic
23 location identification) database. (911 Att., § 1.2.) But Verizon does *not*
24 agree that Intrado’s additional language with regard to ALI steering tables
25 belongs in an interconnection agreement. (See Intrado proposed § 1.2.1,

1 911 Attachment, requiring Parties to “maintain the necessary ALI steering
2 tables to support display of ALI between the Parties' respective PSAP
3 Customers upon transfer of 911/E911 Calls.”)

4

5 **Q. WHY DOES VERIZON DISAGREE WITH INTRADO’S PROPOSAL?**

6 A. As Intrado has acknowledged, the ALI function is an information service.
7 This issue will be treated in legal briefs, but we understand that, because
8 the FCC has determined that the provision of caller location information to
9 a PSAP is an information service, not a telecommunications service, such
10 services fall outside the scope of interconnection agreements negotiated
11 and arbitrated under sections 251 and 252 of the Act.

12

13 **Q. IS VERIZON OPPOSED TO ADDRESSING ALI ARRANGEMENTS IN**
14 **NON-SECTION-251/252 AGREEMENTS?**

15 A. No.

16

17 **Q. DOES VERIZON HAVE COMMERCIAL AGREEMENTS ADDRESSING**
18 **ALI ARRANGEMENTS?**

19 A. Yes, Verizon has commercial agreements that address the creation of
20 steering tables. However, there is no language in these agreements
21 requiring Verizon to “maintain” another E911 Service Provider’s steering
22 tables, as Intrado unreasonably proposes.

23

1 Q. DOES VERIZON HAVE A COMMERCIAL AGREEMENT WITH
2 INTRADO THAT ADDRESSES ALI ARRANGEMENTS?

3 A. Yes.

4

5 Q. DOES THAT AGREEMENT ADDRESS THE ISSUE THAT INTRADO
6 HAS RAISED IN THIS ARBITRATION?

7 A. To Verizon's knowledge, its commercial agreement with Intrado provides
8 Intrado with everything it needs to conduct its business with respect to ALI
9 database arrangements between the Parties. If Intrado believes that the
10 existing commercial agreement needs to be modified, that issue is
11 properly addressed outside the context of a section 251(c) interconnection
12 agreement.

13

14 Q. HOW SHOULD THE DEPARTMENT DECIDE ISSUE 7?

15 A. The Department should reject Intrado's proposed language in section
16 1.2.1 of the 911 Attachment related to ALI databases. The Parties can
17 negotiate separate commercial terms, if necessary, addressing any
18 additional, legitimate needs Intrado may have in relation to ALI database
19 arrangements.

20

21 **ISSUE 8** WHETHER CERTAIN DEFINITIONS RELATED TO THE
22 PARTIES' PROVISION OF 911/E911 SERVICE SHOULD BE
23 INCLUDED IN THE INTERCONNECTION AGREEMENT AND
24 WHAT DEFINITIONS SHOULD BE USED. (Glossary §§ 2.6
25 ("ANI"), 2.63 ("911/E-911 Service Provider"), 2.64 ("911
26 Tandem/Selective Router"), 2.67 ("POI"), 2.94 ("Verizon 911

1 Tandem/Selective Router”), and 2.95 (“Verizon 911
2 Tandem/Selective Router Interconnection Wire Center”)
3

4 **Q. DOES THE PARTIES’ DISPUTE ABOUT DEFINITIONS IN THE**
5 **GLOSSARY RELATE TO OTHER ISSUES IN THIS CASE?**

6 A. Yes. Each of the Glossary definitions identified in Issue 8 is referenced in
7 one or more of the draft interconnection agreement sections relating to
8 Issues 1, 2 and 5. The parties’ disputes about the Glossary terms, like
9 many others in this arbitration, relate to the parties’ fundamental dispute
10 about network architecture—specifically, Intrado’s unlawful proposal for
11 Verizon to interconnect with Intrado at multiple, unspecified points on
12 Intrado’s network by means of direct trunks supplied by Verizon and that
13 would bypass Verizon’s selective routers. As a general matter, Intrado’s
14 definitions for Issue 8 incorrectly assume implementation of Intrado’s
15 proposed, unlawful and unprecedented network architecture, so they must
16 be rejected.

17
18 **Q. WHAT IS THE SPECIFIC DISPUTE BETWEEN INTRADO AND**
19 **VERIZON WITH RESPECT TO THE DEFINITION OF AUTOMATIC**
20 **NUMBER IDENTIFICATION (“ANI”) IN § 2.6 OF THE GLOSSARY?**

21 A. Intrado’s proposed definition of ANI is related to an express requirement
22 proposed by Intrado in its language in the 911 Attachment that Verizon
23 deliver 911 calls to Intrado with ANI. Since the Department should reject
24 Intrado’s proposed language for the 911 Attachment for the reasons set

1 out under Issues 1 and 5, above, there will be no need for a definition of
2 ANI. Moreover, there is no need to include in the 911 Attachment
3 language requiring Verizon to deliver 911 calls to Intrado with ANI,
4 because technical aspects of call transport such as this should be left to
5 the evolving requirements of applicable law and industry practice.

6

7 **Q. WHY SHOULD THE DEPARTMENT ADOPT VERIZON’S PROPOSED**
8 **DEFINITION OF “911/E-911 SERVICE PROVIDER” (GLOSSARY §**
9 **2.63)?**

10 A. The parties agree on most of the definition of “911/E-911 Service
11 Provider,” but Intrado has refused to accept Verizon’s language reflecting
12 the legal requirement for POI(s) to be on Verizon’s network. As we
13 explained under Issue 1 and elsewhere, Intrado is not entitled to select
14 POIs on its own network, so the Department should approve Verizon’s
15 language.

16

17 **Q. DO THE PARTIES HAVE THE SAME DISPUTE WITH RESPECT TO**
18 **THE DEFINITION OF “POI (POINT OF INTERCONNECTION)” IN § 2.67**
19 **OF THE GLOSSARY?**

20 A. Yes. There, too, Verizon’s proposed definition of “POI (Point of
21 Interconnection)” reflects the legal requirement that the POI must be within
22 Verizon’s network. Intrado has unreasonably refused to accept this

1 language, because it maintains the erroneous position that it may
2 designate POIs on its own network.

3

4 **Q. INTRADO PROPOSES A SINGLE GENERIC DEFINITION OF “911**
5 **TANDEM/SELECTIVE ROUTER.” WHY IS INTRADO’S APPROACH**
6 **UNACCEPTABLE? (GLOSSARY § 2.6.4.)**

7 A. Intrado’s proposed, generic definition of “911 Tandem/Selective Router”
8 does not fully reflect the location and operation of this facility in Verizon’s
9 existing retail network. Intrado proposes the following definition of “911
10 Tandem/Selective Router:”

11 Switching or routing equipment that is used for routing and
12 terminating originating end user 911/E-911 Calls to a PSAP
13 and/or transfer of 911/E911 Calls between PSAPs.
14

15 Verizon agrees that a 911 Tandem/Selective Router is switching or routing
16 equipment that is used for routing end user 911/E-911 calls to a PSAP.
17 Verizon also agrees that in some instances such equipment may be used
18 to transfer 911/E-911calls between PSAPs. However, a 911
19 Tandem/Selective Router is not always used for this call transfer
20 purpose—whether or not it will be determined by the PSAPs. Intrado’s
21 joinder of the two possible uses of 911 Tandem/Selective Router (that is,
22 routing end user calls and transferring calls between PSAPs) into a single
23 sentence with the conjunction “and” inaccurately suggests that a 911
24 Tandem/Selective Router *always* performs the call transfer function. By
25 using "and/or," Intrado's language could be interpreted to mean that
26 equipment could be deemed to be a 911 Tandem/Selective Router even if

1 it performed only the PSAP-to-PSAP call transfer function. In Verizon's
2 network, a 911 Tandem/Selective Router would not perform only this
3 function. It either performs only the first function (routing end user calls to
4 PSAPs), or both the first and second functions, but not just the second
5 alone. Therefore, Intrado's language must be rejected as inaccurate.

6

7 **Q. ARE THERE OTHER REASONS WHY INTRADO'S PROPOSED**
8 **DEFINITION OF "911 TANDEM/SELECTIVE ROUTER" IS**
9 **INAPPROPRIATE (GLOSSARY § 2.6.4)?**

10 A. Yes. Intrado's definition fails to properly describe the location and
11 function of a 911 Tandem/Selective Router in Verizon's network, which is
12 located at a point between Verizon end offices and the PSAPs and which
13 functions to route traffic from Verizon end offices to PSAPs. The first part
14 of Intrado's definition — "Switching or routing equipment that is used for
15 routing and terminating originating end user 911/E-911 Calls to a PSAP"—
16 could also include a Verizon end office switch, since a Verizon end office
17 switch routes end user 911/E-911 calls to a PSAP. However, a Verizon
18 end office switch is not a 911 Tandem/Selective Router, so Intrado's
19 definition is inaccurate.

20

21 Verizon correctly defines "911 Tandem/Selective Router" in a way that is
22 appropriate for this equipment in either Party's network as follows:
23 "Switching or routing equipment that is used for routing 911/E-911 Calls."

24 This definition is broad enough to cover both 911/E-911 calls routing to a
25 PSAP and 911/E-911 call transfer between PSAPs.

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Verizon’s language also properly specifies the location (*i.e.*, between Verizon end offices and the PSAPs) and function (*i.e.*, to receive 911 calls from Verizon end offices and route them to PSAPs) of a “911 Tandem/Selective Router” in Verizon’s network as follows:

In Verizon’s network, a 911 Tandem/Selective Router receives 911/E-911 Calls from Verizon’s End Offices and routes these 911/E-911 Calls to a PSAP.

Verizon’s definition of “Verizon 911 Tandem/Selective Router” in Glossary § 2.64, likewise, accurately describes the function of this equipment: “A 911 Tandem/Selective Router in Verizon’s network which receives 911/E-911 Calls from Verizon End Offices and routes these 911/E-911 Calls to a PSAP.”

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

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

1 **Q. WHY SHOULD THE DEPARTMENT ADOPT VERIZON’S PROPOSED**
2 **DEFINITION OF “VERIZON 911 TANDEM/SELECTIVE ROUTER**
3 **INTERCONNECTION WIRE CENTER” (GLOSSARY § 2.95)?**

4 A. Verizon’s proposed definition for “Verizon 911 Tandem/Selective Router
5 Interconnection Wire Center” (Glossary § 2.95) correctly describes a
6 Verizon 911 Tandem/Selective Router Interconnection Wire Center as “[a]
7 building or portion thereof which serves as the premises for a Verizon 911
8 Tandem/Selective Router.” Contrary to Intrado’s position, this definition is
9 different from the generic definition of “Interconnection Wire Center”
10 (Glossary § 2.47) and is necessary to describe the location and function of
11 911 Tandem/Selective router in Verizon’s network. Including Verizon’s
12 proposed definition of “Verizon 911 Tandem/Selective Router
13 Interconnection Wire Center” is also appropriate because one of the POIs
14 on Verizon’s network is specifically stated in the 911 Attachment to be a
15 “Verizon 911 Tandem/Selective Router Interconnection Wire Center.”
16 Intrado has no legitimate reason to reject Verizon’s language. Intrado’s
17 opposition to that language is again based on its unsupported proposal to
18 prevent Verizon from using its selective routers to direct calls to Intrado-
19 served PSAPs.

20

21 **ISSUE 9 SHOULD 911 ATT. § 2.5 BE MADE RECIPROCAL AND**
22 **QUALIFIED AS PROPOSED BY INTRADO COMM? (911 Att. §**
23 **2.5)**
24

25 **Q. WHAT IS THE PARTIES’ DISPUTE WITH RESPECT TO THIS ISSUE?**

1 A. Verizon's proposed Section 2.5 provides that nothing in the agreement will
2 limit Verizon's ability to deliver calls directly to a PSAP served by Intrado.
3 Intrado proposes to make this section reciprocal and to qualify it by limiting
4 the reservation of rights to situations where the PSAP has agreed to the
5 direct interconnection. To satisfy Intrado's asserted concern about
6 reciprocity, Verizon has offered to add a new section 2.6 as follows:

7 2.6 Nothing in this Agreement shall be deemed to prevent
8 Intrado Comm from delivering, by means of facilities
9 provided by a person other than Verizon, 911/E-911
10 Calls directly to a PSAP for which Verizon is the 911/E-
11 911 Service Provider.
12

13 However, Verizon does not agree that these sections should be qualified
14 by language that interconnection must be authorized by the PSAP.
15 Whether a party has a right to deliver calls to a PSAP is a matter between
16 that party and the PSAP and is outside of the scope of the parties'
17 agreement. Because Intrado's language is an unwarranted intrusion upon
18 Verizon's rights with respect to third parties, it should be rejected. The
19 Department should instead adopt Verizon's compromise language.
20

21 **ISSUE 10** WHAT SHOULD VERIZON CHARGE INTRADO COMM FOR
22 911/E911 RELATED SERVICES AND WHAT SHOULD INTRADO
23 COMM CHARGE VERIZON FOR 911/E-911 RELATED
24 SERVICES? (911 Att. §§ 1.3, 1.4 and 1.7; Pricing Att. §§ 1.3,
25 1.5 and Appendix A)
26

27 **Q. WHAT ARE THE AREAS OF DISPUTE BETWEEN INTRADO AND**
28 **VERIZON WITH RESPECT TO THIS ISSUE?**

1 A. This issue deals with the 911 Attachment and the Pricing Attachment and
2 the rates Verizon will charge Intrado for 911/E-911-related services and
3 the rates that Intrado proposes to charge Verizon.
4

5 **Q. PLEASE DESCRIBE GENERALLY WHAT THE 911 ATTACHMENT**
6 **AND THE PRICING ATTACHMENT ADDRESS.**

7 A. The attachments to the Agreement (such as the Collocation Attachment,
8 the Verizon-proposed 911 Attachment and the Verizon-proposed Pricing
9 Attachment) describe the charges that Verizon will bill for services it
10 provides under the agreement. In particular, Intrado must pay Verizon for
11 interconnection at the POI on Verizon's network (for instance, collocation
12 charges) and must pay for any facilities and services provided by Verizon
13 to carry 911/E-911 calls between the POI on Verizon's network and
14 Intrado's network. Transport and termination of 911/E-911 calls will be
15 handled on a non-charged basis, so Verizon will not bill Intrado for the
16 transport and termination of 911/E-911 calls transferred from an Intrado-
17 served PSAP to a Verizon-served PSAP.
18

19 Verizon's proposed 911 Attachment and the Pricing Attachment would
20 apply Verizon's tariffed rates for tariffed services and, in the absence of a
21 tariff rate, the rates set out in Appendix A to the Pricing Attachment. The
22 rates in Appendix A are Verizon's standard, Department-approved rates
23 offered to other CLECs for elements that CLECs may take from Verizon,
24 including unbundled network elements, and appropriate references to

1 Verizon's tariff rates for such services as entrance facilities and transport
2 for interconnection, and exchange access services.

3

4 **Q. IS THERE ANY DISPUTE ABOUT VERIZON'S PROPOSED APPENDIX**
5 **A RATES?**

6 A. No. The rates themselves are not in dispute.

7

8 **Q. IS THERE ANY DISPUTE CONCERNING VERIZON'S PROPOSED**
9 **PRICING ATTACHMENT?**

10 A. Yes. The 911 Attachment and the Pricing Attachment contain a few
11 generic references to Verizon tariffs that would apply applicable tariffed
12 rates to services that Intrado may take, but for which prices are not stated
13 in the agreement. In other words, tariffed rates would apply to tariffed
14 services.

15

16 **Q. WHY DOES INTRADO OBJECT TO VERIZON'S TARIFF**
17 **REFERENCES?**

18 A. There appear to be two reasons. First, Intrado's position seems to be that
19 anything it buys from Verizon must be "developed pursuant to the pricing
20 standards contained in Section 252(d) of the Act" (Petition at 27-28) —
21 that is, in accordance with the FCC's TELRIC methodology that is used to
22 price elements required under section 251 of the Act. That is a plainly
23 erroneous idea that, as Verizon will explain in its briefs, has no legal basis.
24 Intrado is entitled to TELRIC pricing for the elements the FCC has

1 identified for such pricing, and these elements, as well as appropriate
2 references to Verizon's tariff rates, are already included in Appendix A to
3 the Pricing Attachment. The mere fact that Intrado (and only Intrado)
4 labels a service or feature an interconnection element does not make it
5 subject to TELRIC pricing. Intrado cannot circumvent Verizon's tariffs and
6 obtain better pricing than any other carrier can for the same service simply
7 by claiming that Intrado needs it for interconnection.

8

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

11 A. Intrado states that without having set forth in the interconnection
12 agreement specific pricing for every element that Intrado may someday
13 take from Verizon, "Intrado Comm cannot effectively compete with
14 Verizon" because it will not "know its operating costs." (Petition at 28.)

15

16 This argument is unconvincing. Verizon's generic tariff references are a
17 standard part of its Department-approved interconnection agreements
18 with CLECs. Verizon's approach is proven and workable and has not had
19 any of the nefarious effects Intrado conjures. Contrary to Intrado's
20 arguments, Verizon cannot immediately change its tariffed prices on a
21 whim. Verizon's rates for the wholesale services that Intrado is likely to
22 purchase from Verizon, such as entrance facilities and transport from
23 Verizon's access tariffs, remain subject to Department review and
24 approval. Tariff changes must be submitted to, and approved by, the

1 Department and all interested parties have the opportunity to oppose and
2 seek Department review of Verizon's tariff changes.

3

4 Verizon offers a wide variety of tariffed services that Intrado might
5 someday purchase, including transport services and facilities connecting
6 Intrado's network to Verizon's network. Verizon cannot predict which of
7 these tariffed services, if any, Intrado might wish to take in the future and
8 Intrado probably cannot, either. It would be unreasonable, infeasible, and
9 unnecessary to expect the interconnection agreement to list all of its
10 tariffed rates for all of its services. Verizon's tariff references make clear
11 that Intrado may purchase tariffed services and that it will receive the
12 same, nondiscriminatory rates offered to all CLECs.

13

14 **Q. WOULD VERIZON AGREE TO LIST ITS AVAILABLE TARIFFS IN THE**
15 **AGREEMENT?**

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

1 Verizon cannot determine in advance which services Intrado might
2 purchase or how Intrado might configure them; therefore, Verizon cannot
3 determine the particular tariff provisions that might apply in these future
4 situations.

5

6 **Q. DOES INTRADO'S PROPOSED INTERCONNECTION AGREEMENT**
7 **CONTAIN RATES THAT INTRADO PROPOSES TO CHARGE**
8 **VERIZON?**

9 A. Yes. This is Intrado's entire pricing proposal:

10

<u>Service or Element</u> <u>Description:</u>	<u>Recurring</u> <u>Charges:</u>	<u>Non-Recurring</u> <u>Charge:</u>
<u>Per DS1</u>	<u>\$ 127.00</u>	<u>\$ 250.00</u>
<u>Per DS0</u>	<u>\$ 40.00</u>	<u>\$250.00</u>

11

12 (Intrado's proposed App. A, Pricing Attachment.)

13

14 **Q. WHAT, EXACTLY, ARE THESE CHARGES FOR?**

15 A. It is impossible to tell. Intrado's proposed language does not specify what
16 services "per DS1" or "per DS0" it proposes to charge for, or what facility
17 arrangements it might have in mind.

18

19 **Q. IS IT APPROPRIATE FOR INTRADO TO CHARGE VERIZON FOR**
20 **INTERCONNECTION OF VERIZON'S FACILITIES TO INTRADO'S**
21 **NETWORK?**

1 A. No. To the extent Intrado's charges relate to interconnection or facilities
2 used to carry 911 calls, they are inappropriate. The parties have agreed
3 that the transport and termination of 911/E-911 calls will be handled on a
4 non-charged basis. Thus, Intrado should not bill Verizon any charges for
5 the transport and termination of 911/E-911 calls from Verizon end users to
6 PSAPs served by Intrado or for the transport and termination of 911/E-911
7 calls transferred from Verizon-served PSAPs to Intrado-served PSAPs.

8
9 In addition, since Intrado must interconnect with Verizon at a technically
10 feasible point on Verizon's network, Intrado has no right to charge Verizon
11 for interconnection and transport facilities to carry 911/E-911 calls to
12 Intrado's network, as the West Virginia Commission found. (*W.V. Arb.*
13 *Award* at 24 ("Since it has been determined that there will be no Intrado
14 charges to Verizon because of the decision on Point of Interconnection,
15 the last page of Appendix A to the Pricing Attachment shall be deleted.").)
16 Therefore, to the extent Intrado would impose "port" or "termination" fees
17 (see Petition at 28), these types of charges are inappropriate. This issue
18 will become moot once the Department determines, in the context of Issue
19 1, that Intrado cannot force Verizon to interconnect on Intrado's network.

20

21 **Q. HAS INTRADO PROVIDED ANY COST SUPPORT FOR ITS**
22 **PROPOSED RATES?**

23 A. No. Intrado has offered no cost or other justification for the rates it
24 proposes for the unspecified services in Appendix A to the Pricing

1 Attachment. Even if Intrado had clearly described the services or
2 functions to which its proposed rates are intended to apply (and it did not),
3 the Department would have no choice but to reject those rates because
4 Intrado has provided absolutely no support for them.

5

6 **ISSUE 11** **WHETHER ALL “APPLICABLE” TARIFF PROVISIONS SHALL**
7 **BE INCORPORATED INTO THE AGREEMENT, WHETHER**
8 **TARIFFED RATES SHALL APPLY WITHOUT A REFERENCE TO**
9 **THE SPECIFIC TARIFF, WHETHER TARIFFED RATES MAY**
10 **AUTOMATICALLY SUPERSEDE THE RATES CONTAINED IN**
11 **THE PRICING ATTACHMENT, APPENDIX A WITHOUT A**
12 **REFERENCE TO THE SPECIFIC TARIFF, AND WHETHER THE**
13 **VERIZON PROPOSED LANGUAGE IN PRICING ATTACHMENT**
14 **SECTION 1.5 WITH REGARD TO “TBD” RATES SHOULD BE**
15 **INCLUDED IN THE AGREEMENT. (GT&C § 1.1; 911 Att. § 1.3**
16 **(Verizon § 1.3.3, Intrado § 1.3.6), 1.4.2, 1.7.3; Pricing Att. §§ 1.3,**
17 **1.5 and Appendix A)**
18

19 **Q. WHAT IS THE PARTIES’ DISPUTE WITH RESPECT TO THIS ISSUE?**

20 A. The dispute here is essentially the same as the dispute discussed in Issue
21 10, with respect to Verizon’s use of tariff references in the Agreement.
22 Verizon proposes language referring to “applicable tariff provisions” at
23 various places in the draft agreement, including, but not limited to, in
24 General Terms and Conditions §1.1, the Collocation Attachment, the 911
25 Attachment and the Pricing Attachment. Verizon also proposes language
26 in Pricing Attachment section 1.5 that states that “TBD” (to-be-determined)
27 rates will be replaced with applicable tariff rates, when they become
28 effective, or rates required, approved or allowed to go into effect by the
29 Department or the FCC.

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Intrado objects to these general references to applicable tariff provisions, as well as to Verizon’s standard Pricing Attachment provision stating that the rates for a party’s services will be the rates set out in the party’s applicable tariff and that, in the absence of an applicable tariff rate, the rates in Appendix A of the Pricing Attachment apply. Intrado also suggests that all prices under the Agreement should be developed in accordance with the Section 252(d) pricing standards, which Verizon understands to mean TELRIC pricing.

Q. IS VERIZON’S POSITION HERE THE SAME AS IT WAS ON THE DISPUTE ABOUT TARIFF REFERENCES IN ISSUE 10?

A. Yes. Applying tariff rates for the services Verizon provides Intrado is appropriate because these rates are subject to Department review in accordance with applicable legal standards. Using tariff rates helps ensure that Intrado receives the same, nondiscriminatory prices that other CLECs do (and that Intrado does not receive more favorable rates). Intrado’s proposal to limit the tariffs that apply to those that are specifically cited in the Agreement or in Appendix A of the Pricing Attachment is infeasible because neither Verizon nor Intrado can identify the tariffs, tariff rates and sections that might apply to particular services that Intrado might possibly take at some point in the future. As we explained in the context of Issue 10, Intrado is also incorrect that it is entitled to TELRIC pricing for anything

1 Verizon provides under the Agreement. The Department should, therefore,
2 adopt Verizon’s proposed references to “applicable tariffs.”

3

4 **ISSUE 12: WHETHER VERIZON MAY REQUIRE INTRADO COMM TO**
5 **CHARGE THE SAME RATES AS, OR LOWER RATES THAN,**
6 **VERIZON RATES FOR THE SAME SERVICES, FACILITIES,**
7 **AND ARRANGEMENTS. (Pricing Att. § 2)**
8

9 **Q. WHAT IS THE DISPUTE BETWEEN INTRADO AND VERIZON WITH**
10 **RESPECT TO THIS ISSUE?**

11 A. Verizon proposes language in the Pricing Attachment that would require
12 Intrado to charge no more than Verizon charges Intrado for the same
13 services, facilities and arrangements. Intrado contends that it should be
14 allowed to charge Verizon higher rates than those Verizon charges
15 Intrado.

16

17 **Q. DOES VERIZON PROPOSE TO CHARGE INTRADO FOR THE SAME**
18 **SERVICES, FACILITIES AND ARRANGEMENTS THAT INTRADO**
19 **PROPOSES TO CHARGE TO VERIZON?**

20 A. As explained in Issue 10, Intrado proposes “per DS1” and “per DS0” non-
21 recurring and recurring charges, presumably for some kind of
22 interconnection service. Verizon’s charges will depend upon how Intrado
23 proposes to interconnect to points on Verizon’s network. For example, if
24 Intrado has the right to collocate equipment at Verizon offices and if it
25 chooses to do so, Intrado would be charged rates from Verizon’s

1 collocation price schedule, as approved by the Department. Neither
2 Verizon's proposed Pricing Attachment nor the Department-approved
3 price schedules contain a rate for "interconnection" per DS1 and per DS0
4 as Intrado has depicted its rates. It is unclear what Verizon rates Intrado
5 believes are "comparable" to the rates it proposes.

6

7 **Q. IF VERIZON DOES HAVE RATES FOR SERVICES, FACILITIES AND**
8 **ARRANGEMENTS THAT ARE COMPARABLE TO INTRADO'S,**
9 **SHOULD INTRADO'S RATES BE NO HIGHER THAN VERIZON'S?**

10 A. Yes. Verizon's rates are subject to review and approval by the
11 Department and therefore are subject to a presumption of
12 reasonableness. If Intrado wants to charge Verizon higher rates, Intrado
13 should be required to show, based on its costs, that its proposed rates are
14 reasonable.

15

16 Rate parity proposals are quite common and have been implemented in a
17 number of areas. For instance, a CLEC must charge the ILEC the same
18 reciprocal compensation rates as the ILEC charges the CLEC, unless the
19 CLEC can justify higher rates based on its costs. In addition, the FCC and
20 at least a dozen states have requirements capping CLEC access rates at
21 the rate of the competing ILEC. As the New York Commission stated in
22 adopting a rate parity proposal similar to the one Verizon is making here:

1 “We find Verizon’s proposal to be reasonable, as it is premised on the
2 established practice we employ.”¹⁷

3
4 In the absence of voluntary agreement, there must be some basis to
5 determine the justness and reasonableness of Intrado’s rates in order to
6 impose them on Verizon. If Intrado does not demonstrate its costs, the
7 best alternative is to benchmark to large ILEC rates, because they have
8 been subject to much greater regulatory scrutiny and economic discipline
9 than CLEC rates.

10

11 **Q. WHY DOES INTRADO OBJECT TO VERIZON’S PROPOSED**
12 **LANGUAGE?**

13 A. Intrado complains that Verizon’s proposal is “one-sided and many have
14 the effect of forcing Intrado Comm to lower its rates without competitive
15 justification.” (Petition at 31.) Intrado has claimed that no competitive
16 provider can conduct business where its business model is determined by
17 the price-setting of its competitor.

18

19 **Q. ARE INTRADO’S CONCERNS JUSTIFIED?**

20 A. No, they are misguided and greatly exaggerated. First, Verizon’s rate
21 parity provision will not determine Intrado’s business model, because it will
22 not establish the prices Intrado sets in the marketplace; it will affect only

¹⁷ *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 the prices Intrado may charge Verizon. Second, rate parity provisions are
2 standard terms in Verizon's interconnection agreements and have not
3 caused the problems Intrado claims they will.

4

5 **Q. BUT INTRADO HAS CLAIMED THAT THE KIND OF RATE PARITY**
6 **PROVISION VERIZON PROPOSES FOR THE INTERCONNECTION**
7 **AGREEMENT HERE HAS BEEN REJECTED BY OTHER**
8 **COMMISSIONS.**

9 A. Intrado has claimed elsewhere that other commissions have rejected
10 Verizon's rate parity language in interconnection agreements, but it has
11 not cited any such decisions. In any event, it's undeniably true that
12 Verizon's rate parity provision is a customary term in agreements
13 throughout Verizon's national footprint, including here in Massachusetts.

14

15 **Q. WHY DOES INTRADO MEAN BY SAYING THAT VERIZON'S**
16 **PROPOSAL IS ONE-SIDED?**

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

24

1 After all, unless Verizon voluntarily agrees to pay Intrado a particular rate,
2 there must be some basis upon which to determine the rate that Verizon
3 will be compelled to pay Intrado, and that rate must be just and
4 reasonable. In the absence of a cost investigation into Intrado's proposed
5 rates, the only reasonable solution is to cap those rates at those *already*
6 found by the Department to be just and reasonable – Verizon's.

7

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

10 A. Yes. Intrado could charge rates above those Verizon charges for
11 comparable services if Intrado showed that its costs exceeded Verizon's
12 charges for the service.

13

14 **Q. WILL THE DEPARTMENT'S RESOLUTION OF ISSUE 1 HAVE AN**
15 **IMPACT ON THIS DISPUTE?**

16 A. Yes. If the Department decides Issue 1 in Verizon's favor, the issue of
17 Intrado's proposed charges for interconnection facilities will no longer be
18 an issue. However, the issue of parity in pricing the same services,
19 facilities and arrangements will remain an issue regardless of the
20 Department's resolution of Issue 1, because Intrado could seek to apply
21 its tariff rates to Verizon under the draft agreement.

22

23 **Q. HOW SHOULD THE DEPARTMENT DECIDE ISSUE 12?**

1 A. The Department should approve Verizon’s proposed § 2 of the Pricing
2 Attachment that would prohibit Intrado from charging more than Verizon
3 charges Intrado for the same services, facilities and arrangements.
4

5 **ISSUE 13** SHOULD THE WAIVER OF CHARGES FOR 911 CALL
6 TRANSPORT, 911 CALL TRANSPORT FACILITIES, ALL
7 DATABASE, AND MSAG, BE QUALIFIED AS PROPOSED BY
8 INTRADO COMM BY OTHER PROVISIONS OF THE
9 AGREEMENT? (911 Att. §§ 1.7.2 and 1.7.3)
10

11 **Q. WHAT IS THE PARTIES’ DISPUTE WITH RESPECT TO THIS ISSUE?**

12 A. As discussed earlier, the parties have agreed not to charge each other
13 intercarrier compensation for 911/E911 calls. In sections 1.7.2 and 1.7.3,
14 however, Intrado has proposed language that would create a loophole that
15 might permit such charges. Specifically, Intrado proposes to add the
16 phrase, “Except as otherwise set forth in this Agreement or in Appendix A
17 to the Pricing Attachment” to the agreed-upon language in § 1.7.2. The
18 Department should reject this unnecessary and inappropriate qualification,
19 which has no legitimate basis. Aside from undercutting the parties’
20 agreement not to bill for transport of 911/E-911 calls, Intrado’s proposed
21 language contemplates that Intrado might bill Verizon for interconnection
22 or facilities for transport of 911/E-911 calls to Intrado’s network, which, as
23 discussed in Issue 1, incorrectly assumes that Intrado may designate
24 POIs on Intrado’s network. Moreover, if Intrado’s objective is to allow it to
25 bill charges in connection with the ALI database or the MSAG, Intrado

1 should recover these costs from the applicable government agency as
2 part of the 911 services Intrado provides for the PSAP.

3

4 Intrado also proposes language in § 1.7.3 that would require Verizon to
5 pay Intrado to interconnect at POIs on Intrado's network. That is
6 inappropriate for the reasons discussed in Issue 1.

7 For all of these reasons, the Department should reject Intrado's proposed
8 qualifying language in §§ 1.7.2 and 1.7.3 and Intrado's proposed language
9 in § 1.7.3 of the 911 Attachment regarding payment of charges for
10 interconnection to POIs on Intrado's network.

11

12 **ISSUE 14: SHOULD THE RESERVATION OF RIGHTS TO BILL CHARGES**
13 **TO 911 CONTROLLING AUTHORITIES AND PSAPS BE**
14 **QUALIFIED AS PROPOSED BY INTRADO COMM BY "TO THE**
15 **EXTENT PERMITTED UNDER THE PARTIES' TARIFFS AND**
16 **APPLICABLE LAW"?** (911 Att. §§ 2.3 and 2.4)
17

18 **Q. WHAT IS THIS ISSUE ABOUT?**

19 A. The agreed-upon language for sections 2.3 and 2.4 of the 911 Attachment
20 specifies that nothing in the Agreement shall prevent Verizon or Intrado
21 from billing PSAPs for specified services, facilities and arrangements.
22 Intrado seeks to qualify this language with the phrase "[t]o the extent
23 permitted under the Parties' Tariffs and Applicable Law."

24

25 **Q. WHAT IS WRONG WITH INTRADO'S PROPOSAL?**

1 A. Sections 2.3 and 2.4 are reservations of rights as between the Parties;
2 they do not and cannot affect rights with respect to third parties, including
3 PSAPs. It is not appropriate for Intrado to try, in the interconnection
4 agreement, to limit Verizon's right to charge third parties for services and
5 facilities provided to those entities. Whether Verizon is able to assess
6 charges to government agencies or other third parties is a matter between
7 those entities and Verizon, not a matter for the interconnection agreement
8 between Verizon and Intrado. The Department should reject Intrado's
9 attempt to intrude upon Verizon's relationships with third parties.

10

11 **Q. INTRADO HAS ARGUED THAT WITHOUT ITS PROPOSED**
12 **QUALIFICATION, VERIZON WOULD HAVE FREE REIN TO BILL**
13 **MASSACHUSETTS PUBLIC SAFETY AGENCIES FOR SERVICES**
14 **VERIZON NO LONGER PROVIDES TO THEM. (PETITION AT 33.) IS**
15 **THAT TRUE?**

16 A. No. Obviously, no company has free rein to bill an entity for services it
17 does not provide, and nothing in the undisputed portion of the language
18 for section 2.3 and 2.4 in any way states or implies that Verizon would be
19 able to do so. These provisions are reservations of rights as between
20 Verizon and Intrado; they do not and cannot affect any rights with respect
21 to third parties, including the State 911 Department. If the State 911
22 Department believes that Verizon is charging it for tariffed services that
23 Verizon is not providing, that is a matter between the State 911
24 Department and Verizon—not for an interconnection agreement between

1 Verizon and Intrado. The Department should reject Intrado’s attempt to
2 intrude upon Verizon’s relationships with third parties.

3

4 **Q. BUT IF INTRADO’S LANGUAGE JUST CONFIRMS THE OBVIOUS**
5 **PRINCIPLE THAT A COMPANY CAN’T CHARGE A THIRD PARTY FOR**
6 **SERVICES THE PARTY ISN’T PROVIDING, WHAT’S THE HARM IN**
7 **ADDING IT?**

8 A. The qualification Intrado proposes is not a benign addition. It appears to
9 be designed to prevent Verizon from charging an Intrado-served PSAP for
10 anything—even services Verizon continues to provide. The foundation of
11 Intrado’s positions in this arbitration is that other carriers and their end
12 users who call 911 should bear the cost of Intrado’s proposed 911 system.
13 By qualifying the statement of Verizon’s right to charge for specified
14 services provided to PSAPs with a reference to Intrado’s own tariffs,
15 Intrado will have the opportunity to—and no doubt, will—insert language in
16 its tariff reflecting its view that Verizon cannot charge PSAPs anything
17 when Intrado is serving the PSAP.

18

19 **Q. HAS INTRADO TRIED TO ADVANCE THIS OBJECTIVE IN OTHER**
20 **FORUMS?**

21 A. Yes. Intrado’s actions in Florida confirm Intrado’s intent. There, Intrado
22 sought a declaratory ruling that neither Intrado nor the PSAP would have
23 any obligation to pay the ILEC for anything once a PSAP selected Intrado
24 to provide 911 services. There was no dispute about the obvious fact that
25 the law does not permit carriers to charge for services they don’t provide;

1 instead, Intrado’s objective to deny other carriers compensation for
2 services provided to Intrado-served PSAPs was clear to the intervenors
3 and the Commission. As the Florida Commission stated in denying
4 Intrado’s request:

5 Intrado either assumes that once it becomes the
6 primary E911 provider to a PSAP, all ILEC 911
7 services to that PSAP will necessarily cease or it fails
8 to consider the possibility that the ILECs may have to
9 continue to provide certain ancillary 911 services to
10 Intrado or to the PSAP in order for Intrado’s primary
11 E911 service to properly function, for which the ILECs
12 are entitled to compensation pursuant to their tariffs.
13 AT&T provided four examples of when it would
14 arguably have to continue to provide compensable
15 911 service to PSAPs when Intrado is the primary
16 E911 provider. Intrado’s Response to AT&T’s Motion
17 to Dismiss and Response is silent with regard to that
18 assertion.¹⁸

19
20 The Florida Commission refused to accept Intrado’s view that once a
21 PSAP designates Intrado as its 911 provider, there is no reason for an
22 ILEC to continue charging the PSAP for services the ILEC continues to
23 provide.

24
25 The West Virginia Commission, likewise, rejected the same proposal
26 Intrado is making here, finding that:

27 [It] is inappropriate to attempt to assert or negotiate in this
28 proceeding the right of entities not parties to the Agreement.
29 If applicable law or Commission-approved tariffs authorize a
30 party to impose charges on PSAPs or 911 controlling

¹⁸ *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 (Fla. P.S.C. June 4, 2008) (attached as Ex. 11).*

1 authorities, that need not be stated in this Interconnection
2 agreement, which is, after all, only between Verizon and
3 Intrado.¹⁹
4

5 The Department should, likewise, reject Intrado's attempt to prohibit other
6 carriers from charging a PSAP for services they may continue to provide
7 when Intrado serves the PSAP.
8

9 **ISSUE 15: SHOULD INTRADO COMM HAVE THE RIGHT TO HAVE THE**
10 **AGREEMENT AMENDED TO INCORPORATE PROVISIONS**
11 **PERMITTING IT TO EXCHANGE TRAFFIC OTHER THAN 911/E-**
12 **911 CALLS? (GT&C § 1.5)**
13

14 **Q. WHAT ARE THE AREAS OF DISPUTE BETWEEN INTRADO AND**
15 **VERIZON WITH RESPECT TO THIS ISSUE?**

16 A. In the event that Intrado seeks to provide services other than 911/E911
17 services while the interconnection agreement is effective, Intrado wants
18 the right to request and obtain an amendment covering those other
19 services. (See Intrado proposed § 1.5, General Terms and Conditions.)

20 Intrado's proposed language states:

21 Notwithstanding the foregoing, the Parties agree that:
22 (a) Intrado Comm may seek to offer
23 telecommunications and local exchange services other
24 than 911/E-911 Calls in the future; and (b) upon
25 Intrado Comm's request, the Parties will amend this
26 Agreement as necessary to provide for the
27 interconnection of the Parties' networks pursuant to 47
28 U.S.C. § 251(c)(2) for the exchange of traffic other
29 than 911/E-911 Calls.
30

¹⁹ *W.V. Arb. Award* at 28.

1 This language provides Intrado the unilateral right to an amendment,
2 outside of the contract's change of law provisions which would allow either
3 Party to seek an amendment to the agreement under appropriate
4 circumstances. The change of law provision in § 4.6 of the agreement,
5 unlike Intrado's proposed language above, specifies how the Parties may
6 resolve disputes and the circumstances under which amendment would
7 be appropriate. Intrado's language is inappropriate, because the parties
8 agreed to negotiate and arbitrate an agreement based largely on the fact
9 that Intrado is seeking to provide only 911-related services to PSAPs.
10 This is a unique interconnection agreement; the give-and-take in
11 negotiations and the parties' compromises assumed a much narrower
12 scope of services and operation than the usual CLEC agreement, under
13 which the CLEC, unlike Intrado, will provide basic local exchange services
14 to business and residence end users. Absent a change in law affecting
15 provisions of the agreement which would allow a Party to request an
16 amendment to the agreement (see § 4.6, General Terms and Conditions),
17 Intrado should not have a unilateral right to seek an amendment to the
18 agreement.

19

20 **Q. WHY IS INTRADO'S PROPOSAL INAPPROPRIATE?**

21 A. It is not appropriate to allow Intrado to retain the benefit of any provisions
22 already obtained through negotiation or arbitration and then seek the
23 benefit of additional provisions associated with exchange of traffic other
24 than 911/E-911 calls. If Intrado wishes to greatly expand the scope of the
25 agreement, it should negotiate an entirely new agreement in which all of

1 the provisions of the agreement will be at issue and the parties will be able
2 to engage in a fair and balanced trade-off of one provision against
3 another. The Department should, therefore, reject Intrado's proposed
4 language in section 1.5 of the General Terms and Conditions.

5

6 **Q. WOULD NEGOTIATING AN ENTIRELY NEW AGREEMENT ELIMINATE**
7 **THE PROGRESS THE PARTIES HAVE ALREADY MADE, AS**
8 **INTRADO HAS SUGGESTED?**

9 A. No, because the new agreement would focus on the new services that are
10 not covered in the existing agreement. Moreover, there is no guarantee
11 that it would take any less time for the parties to litigate provisions related
12 to wholly new Intrado services and activities than it would for them to
13 follow the Act's negotiation and arbitration framework for a new
14 agreement, under which the parties will be able to engage in a fair and
15 balanced trade-off in light of Intrado's changed business.

16

17 The Department should find, as the West Virginia Arbitrator did, that
18 Intrado's proposal is contrary to the Act's requirement to make available to
19 requesting carriers agreements *in their entirety*, not pieces of agreements.
20 (*W.V. Arb. Award at 26.*)

21

22 **ISSUE 16 SHOULD THE VERIZON PROPOSED TERM "A CALLER" BE**
23 **USED TO IDENTIFY WHAT ENTITY IS DIALING 911 OR**
24 **SHOULD THIS TERM BE DELETED AS PROPOSED BY**
25 **INTRADO COMM? (911 Att. § 1.1.1)**
26

1 **Q. WHAT IS THIS ISSUE ABOUT?**

2 A. Verizon proposes including the term “a caller” in section 1.1.1 of the 911
3 Attachment to make clear what entity is dialing 911. Intrado contends that
4 there is no reason for the description of “911/E-911 Arrangements” to
5 include what entity is dialing 911.

6

7 **Q. WHY IS VERIZON’S LANGUAGE NECESSARY?**

8 A. Section 1.1.1 describes how 911/E-911 arrangements provide access to
9 the appropriate PSAP by dialing a 3-digit universal telephone number,
10 “911.” Verizon simply proposes to include “a caller” between the words
11 “provide” and “access” so that the sentence reads: “911/E-911
12 arrangements provide a caller access to the appropriate PSAP by dialing
13 a 3-digit universal telephone number, ‘911.’” Verizon’s language
14 accurately describes the function of 911/E911 arrangements and provides
15 additional clarity.

16

17 **Q. DOES INTRADO HAVE A GOOD REASON FOR PROPOSING TO**
18 **DELETE VERIZON’S REFERENCE TO “A CALLER” IN THE**
19 **DESCRIPTION OF 911/E911 ARRANGEMENTS?**

20 A. No. Intrado argues that there is no reason to include the phrase “a caller”
21 in the description of 911/E911 Arrangements and Verizon is
22 inappropriately trying to limit the definition of those Arrangements.
23 (Petition at 34-35.) This argument makes no sense. Intrado is seeking

1 interconnection with Verizon so that Verizon customers calling 911 can
2 reach PSAPs that are served by Intrado. No other “entities” would call
3 911. Verizon’s customers acquire access to the appropriate PSAP by
4 dialing a 3-digit universal telephone number, “911.” In other words, for
5 Verizon’s end user customers to summon emergency services, they must
6 place a call to 911—that is, be “a caller.” Verizon’s proposed inclusion of
7 the phrase “a caller” in § 1.1.1 of the 911 Attachment accurately describes
8 the access that 911/E911 arrangements provide to a caller, and Intrado
9 has not explained how it could inappropriately limit the definition of
10 911/E911 arrangements. There is no legitimate reason for Intrado to
11 object to Verizon’s simple clarification, the West Virginia Commission
12 concluded. (*W.V. Arb. Award* at 26.)

13

14 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

15 A. Yes.