

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Intrado Inc.)	
Petition for Arbitration pursuant to)	
Section 252(b) of the Communications)	
Act of 1934, as amended, to establish)	Docket No. 08-0550
An Interconnection Agreement with)	
Verizon North, Inc. and Verizon South, Inc.)	

REBUTTAL TESTIMONY ON BEHALF OF
VERIZON NORTH, INC. AND VERIZON SOUTH, INC.

WITNESS PANEL:
Peter J. D'Amico
Maureen Napolitano

EXHIBIT 1.0

DATED: November 26, 2008

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1

I. INTRODUCTION

2 **Q. PLEASE INTRODUCE THE PANEL.**

3 A. The panel consists of Peter J. D'Amico and Maureen Napolitano.

4

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

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

11

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

14

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

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

22 A. My responsibilities include development, implementation, and product
23 management of switched access and interconnection services.
24
25

26
27

28 **Q. MR. D' AMICO, HAVE YOU EVER TESTIFIED BEFORE?**

29 A. Yes. I have testified on behalf of Verizon companies in many state commission
30 proceedings over the last seven years, including, among others, interconnection
31 agreement arbitrations under Sections 251 and 252 of the Act and proceedings
32 addressing Verizon operating companies' entry into interLATA long-distance
33 markets in accordance with Section 271 of the Act.

34

35 **Q. MS. NAPOLITANO, PLEASE STATE YOUR NAME, YOUR EMPLOYER AND**
36 **YOUR BUSINESS ADDRESS.**

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

40

41 **Q. MS. NAPOLITANO, BRIEFLY STATE YOUR EDUCATIONAL BACKGROUND**
42 **AND EXPERIENCE IN THE TELECOMMUNICATIONS INDUSTRY.**

43

44

45

46 A. I attended Lowell State Teachers College in Lowell, MA from 1969-1971. I
47 began my career with New England Telephone and Telegraph in 1972. My
48 involvement with E9-1-1 began in 1997, as a Manager in the Information
49 Technology organization, where I was responsible for the team who maintained
50 the 9-1-1 applications and systems within the former NYNEX footprint. At a
51 national level, I was a member of the United States Department of Transportation
52 working committee, convened by Secretary Norman Mineta for the acceleration
53 of wireless enhanced 9-1-1 deployment. In addition, I represented Verizon on
54 the NENA (National Emergency Number Association) SWAT team focusing on
55 ubiquitous E9-1-1 deployment for both wireline and wireless service and I was
56 the Chair of the Emergency Services Interconnection Forum ("ESIF") under ATIS
57 (Alliance for Telecommunication Industry Standards) for 2 years. I also
58 represented Verizon in the Partners Program for the NENA Next Generation
59 initiative for 9-1-1.

60
61

62 **Q. MS. NAPOLITANO, WHAT ARE YOUR RESPONSIBILITIES IN YOUR**
63 **CURRENT POSITION?**

64 A. I direct a team of approximately 90 Verizon employees that act as the single
65 point of accountability and champions of service for the city, state and local
66 governmental agencies that purchase 9-1-1 solutions from Verizon Business.
67 We provide project management and technical support to Verizon-served Public
68 Safety Answering Points ("PSAPs") for new deployments as well as day-to-day

69 operational support. Additionally, we are responsible for facilitating the
70 implementation of wireless and voice over Internet protocol (“VoIP”) E911
71 services to nearly 2,000 Verizon-served PSAPs across the nation in accordance
72 with Federal Communications Commission (“FCC”) mandates. We are the first
73 point of contact to assist external entities with their deployment efforts to ensure
74 that emergency calls are routed to the right PSAP and automatic location
75 information (“ALI”) is passed to the call taker. We also administer “pANI”
76 (“pseudo-ANI”) numbers required by wireless carriers and VoIP provisioning
77 centers (“VPC”) for routing of 911 calls to PSAPs.

78

79

II. PURPOSE OF TESTIMONY

80 **Q. WHAT IS THE PURPOSE OF THE PANEL’S REBUTTAL TESTIMONY?**

81 A. We provide this testimony on behalf of Verizon North Inc. and Verizon South Inc.
82 (collectively “Verizon”) to rebut the testimony of Intrado, Inc. (“Intrado”) witnesses
83 Hicks and Spence-Lenss on all of the disputed arbitration issues, explaining why
84 they have failed to support Intrado’s unlawful and anticompetitive proposals.
85 Intrado’s unique and unprecedented proposals would require Verizon to
86 reconfigure its 911 network and shift to Verizon (as well as other carriers) the
87 costs of Intrado’s own network. To the extent Intrado can force Verizon to bear

88 Intrado's costs, Intrado can sell its 911 services¹ more cheaply to its customers,
89 the PSAPs and, therefore, gain an artificial advantage over its competitors.

90

91 **Q. ARE YOU LAWYERS?**

92 A. No. While neither we nor Intrado's witnesses are lawyers, the principal issues in
93 this arbitration are legal in nature, so it is impossible to discuss the parties'
94 positions without reference to the governing law. It is not difficult to understand
95 why Intrado is not legally entitled to the special type of "interconnection" it seeks,
96 but detailed legal analysis, to the extent necessary, will be covered in Verizon's
97 briefs.

98

99

III. BACKGROUND

100 **Q. PLEASE DESCRIBE THE STATUS OF THE UNRESOLVED ISSUES IN THIS**
101 **CASE.**

102 A. As set forth in Intrado's Petition for Arbitration ("Petition"),² there are 16
103 unresolved issues. (Intrado Petition at 11-12.) Verizon filed its Response to
104 Intrado's Petition ("Response") on October 20, 2008.

105 **Q. WHY ARE THE ISSUES DESCRIBED IN INTRADO'S TESTIMONY FRAMED**

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

² Verified Petition for Arbitration of Intrado Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as Amended, to Establish an Interconnection Agreement with Verizon North, Inc. and Verizon South, Inc., Docket No. 08-0550, filed Sept. 24, 2008.

106 **DIFFERENTLY THAN THE ISSUES SET FORTH IN INTRADO'S PETITION**
107 **AND VERIZON'S RESPONSE?**

108 A. We understand that the Administrative Law Judges ("ALJs") directed the parties
109 to refine the issues so that they provide the Illinois Commerce Commission
110 ("Commission") with a very clear and specific set of binary choices. The parties
111 developed a refined list of issues and presented it to the ALJs for their
112 consideration the day before Intrado filed its direct testimony. Intrado organized
113 its testimony based on the updated list of issues, which had not been finalized to
114 the ALJs' satisfaction at the filing deadline for this testimony. This rebuttal
115 testimony is organized using the 23 updated issues as they are set forth in
116 Intrado's testimony. It is our understanding that the issues may be framed
117 slightly differently when a final agreed issues matrix is filed by the parties. In any
118 event, changes in wording of the issues will not affect the substance of the
119 parties' disputes or their positions on those disputes.

120
121 **Q. BEFORE TURNING TO VERIZON'S POSITIONS ON THE SPECIFIC ISSUES,**
122 **CAN YOU DESCRIBE WHAT THIS CASE IS ABOUT?**

123 A. Yes. Intrado plans to provide 911/E911 emergency services to Public Safety
124 Answering Points ("PSAPs") in Illinois. A PSAP is an entity, usually authorized
125 by local government, to receive emergency 911/E911 calls for a defined
126 geographic area and to dispatch emergency medical and public safety services
127 in response to those calls.

128

129 Intrado will not provide telephone service to business or residential end users, so
130 the interconnection agreement Intrado seeks will not be for the mutual exchange
131 of traffic, as other ILEC/CLEC interconnection agreements are. PSAPs will be
132 Intrado's only customers, and they will not make calls to Verizon's customers.
133 (The only calls from Intrado's network to Verizon's will be occasional misdirected
134 call transferred from a PSAP served by Intrado to a PSAP served by Verizon).
135 911/E911 calls will flow almost entirely in only one direction—from Verizon's end
136 users to Intrado, for delivery to Intrado-served PSAPs (to the extent it signs up
137 PSAPs). Intrado has sought interconnection with Verizon under section 251(c) of
138 the Act to carry Verizon's end users' call to PSAPs.

139

140 The parties' fundamental dispute is about the nature of that interconnection.
141 Intrado demands that Verizon, *at Verizon's sole expense*, interconnect with
142 Intrado *on Intrado's network*, at unspecified locations--as many points of
143 interconnection ("POIs") as Intrado wishes and as far from Verizon facilities as
144 Intrado wishes. Intrado would require Verizon to get to those POIs by building at
145 least two direct trunks from each affected Verizon end office to Intrado's network.
146 In addition, Intrado would require Verizon to deploy in each of those end offices a
147 new kind of call-sorting technology in place of the selective routing methodology
148 Verizon uses today.

149

150 Intrado's business plan is, therefore, to force Verizon to provide facilities and
151 services that Intrado will market to PSAPs, but that Verizon would actually
152 provide and pay for. This plan is rooted in Intrado's objective of shifting as much
153 of its network costs to Verizon as it can. For Intrado's 911 products to succeed in
154 the marketplace, Intrado must convince its potential customers, the PSAPS, that
155 Intrado's services are comparable in price and quality to Intrado's competitors'
156 products. At the same time, Intrado is seeking to maximize its profit—an
157 objective that will be easier to meet if Intrado can shift its costs to other carriers.
158 To the extent Intrado's cost-shifting effort succeeds, it can sell its services more
159 cheaply to PSAPs, thus gaining an unfair competitive advantage over its 911
160 competitors.

161
162

163 **Q. IS VERIZON REQUIRED TO PROVIDE INTERCONNECTION TO INTRADO**
164 **FOR ANY PURPOSE INTRADO WISHES?**

165 A. No. Incumbent local exchange carriers provide interconnection to requesting
166 carriers only "for the transmission and routing of telephone exchange service and
167 exchange access."³ Although Intrado does not intend to provide telephone
168 service to business and residence end users, it approached Verizon as a
169 competitive local exchange carrier ("CLEC") and Verizon agreed to negotiate and
170 arbitrate an interconnection agreement with Intrado on the same basis it does

³ 47 U.S.C. § 251(c)(2).

171 with any CLEC—although, as we describe below, the fundamental issue of
172 Intrado's right to section 251(c) interconnection is now before the FCC's Wireline
173 Competition Bureau and a number of state commissions, including this one in
174 AT&T's arbitration with Intrado (Docket No. 08-0545). In any event, assuming
175 Intrado is entitled to interconnection, Verizon will provide Intrado the same
176 arrangements and services it provides to any CLEC, but Verizon is not required
177 to create special arrangements for Intrado and Intrado cannot force Verizon to
178 bear the costs of Intrado's network decisions.

179

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

184 A. No. Intrado is seeking interconnection with Verizon under section 251 of the Act,
185 as a CLEC in Illinois. As noted, Verizon will provide Intrado the same
186 interconnection arrangements it has with any CLEC, in accordance with the
187 requirements of the Act and the FCC's implementing rules. Those federal rules
188 and requirements do not change depending on the nature of a CLEC's business
189 plan or its end users.

190

191

192 **Q. DOES THE COMMISSION NEED TO APPROVE INTRADO'S**
193 **INTERCONNECTION PROPOSALS IN ORDER FOR INTRADO TO PROVIDE**

194 **ITS COMPETITIVE E911 SERVICE?**

195 A. No. Interconnection will permit Verizon's end users' 911 calls to reach Intrado-
196 served PSAPs (what Intrado sometimes calls its "end users"). Theoretically,
197 interconnection would allow calls to flow the other way, but Intrado's customers—
198 the PSAPs—will not be calling Verizon's customers. In any event, while
199 interoperability of the parties' networks may be necessary for Verizon's
200 customers to reach Intrado's PSAP customers, the *specific interconnection*
201 *arrangements* Intrado seeks are not necessary for Intrado to provide its
202 competitive E911 services. Intrado can provide its services using the same
203 arrangements as other CLECs (and ILECs) do. But, as we explain, Intrado is
204 seeking unique "interconnection" arrangements and trying to use the section 251
205 process for the purpose of shifting as much of its network costs as possible to
206 Verizon and its end users.

207

208 **Q. WHAT ARE YOUR GENERAL IMPRESSIONS OF INTRADO'S DIRECT**
209 **TESTIMONY?**

210 A. The theme of Intrado's testimony, like its Petition for Arbitration, is that Intrado
211 deserves a special kind of interconnection—"beyond the traditional
212 interconnection arrangements used for plain old telephone service" (Spence-
213 Lenss Direct Testimony ("DT") at 13)—because Intrado plans to handle just 911
214 traffic. Intrado tells the Commission that its primary consideration in resolving the
215 issues in this case should be "what policies and arrangements will best promote
216 reliable and resilient services, and a diverse and redundant network for public

217 safety agencies.” *Id.* at 12-13.

218

219 Intrado is wrong. This is not a case about fashioning new 911 policies or
220 practices for Illinois; it is a bilateral interconnection arbitration. Intrado sought
221 negotiation and arbitration of an interconnection agreement with Verizon as a
222 CLEC under section 252(b) of the Act. The Commission’s duty in this arbitration
223 is, therefore, to apply the interconnection requirements of section 251(c) of the
224 Act and the FCC’s rules implementing that section. Those federal rules and
225 requirements do not distinguish between interconnection for “emergency
226 services” and interconnection for other services. The same law applies to all
227 CLECs seeking section 251(c) interconnection agreements. There is no sliding
228 scale of incumbent local exchange carrier (“ILEC”) obligations based upon
229 CLECs’ claims about the potential merits of the services it plans to provide.

230

231 Intrado can point to nothing in the law that justifies its extreme proposals, which
232 have nothing to do with section 251(c) interconnection and have never been
233 adopted, or even proposed by any CLEC, anywhere. As more and more
234 Commissions get a look at Intrado’s attempt to torture the law to fit its overriding
235 objective of shifting its network costs to the ILECs, Verizon expects those
236 Commissions to either reject outright Intrado’s “interconnection” arbitrations—as
237 the Florida Commission did earlier this month⁴—or to conclude that Intrado’s

⁴ *Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and*

238 legal arguments are “ludicrous on their face”—as the West Virginia Arbitrator did
239 on November 14 in Intrado’s arbitration with Verizon there.⁵

240

241 **Q. THEN HOW CAN INTRADO CLAIM THAT THE WEST VIRGINIA**
242 **COMMISSION AND OHIO COMMISSIONS RECOGNIZED “THE BENEFITS OF**
243 **INTRADO COMM’S LOCAL EXCHANGE SERVICES, INCLUDING ITS**
244 **COMPETITIVE 911/E-911 SERVICE OFFERING”?** (SPENCE-LENSS DT AT
245 **6.)**

246 A. It can’t. Intrado’s testimony insinuates that those Commissions acknowledged
247 the benefit of Intrado’s particular 911 service offerings when all these
248 Commissions did--in proceedings outside Intrado’s arbitrations--was sanction
249 competitive entry into 911 services. The fact that a state, through statutes or
250 regulations, authorizes competitive 911 services certainly does not mean that it

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, Staff Recommendation (Oct. 30, 2008) (“Fla. Intrado/AT&T Rec.”), approved at the Commission’s November 13, 2008 agenda session (Staff Recommendation and Commission vote sheet attached as Exhibits (“Exs.”) 1 and 2; 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, Staff Recommendation (Oct. 30, 2008) (“Fla. Intrado/Embarq Rec.”), approved by the Commission at its November 13, 2008 agenda session (Staff Recommendation and Commission vote sheet attached as Exs. 3 and 4.)

⁵ *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 (“WV Award”), at 13 (Nov. 14, 2008) (attached as Ex. 5.)*

251 has recognized any benefits associated with any particular provider's specific
252 plans for competitive entry—in Intrado's case, a plan to foist its network costs
253 onto ILECs through so-called "interconnection" arrangements. In fact, the West
254 Virginia and Ohio Commissions *rejected* Intrado's proposed interconnection
255 arrangements.

256

257 **Q. PLEASE DESCRIBE THE WEST VIRGINIA ARBITRATOR'S FINDINGS.**

258 A. The Arbitrator in Intrado's arbitration with Verizon in West Virginia concluded that
259 Intrado's legal arguments for its network architecture were "unsupported by law
260 or reason" and found no support for Intrado's claims about the relative benefits of
261 its planned 911 network:

262 First, Section 251 makes no distinction between interconnection for
263 POTS and interconnection for more specialized services. The
264 same requirements and rules apply to all types of interconnection.
265 If the provision of 911/E911 service on a competitive basis is a local
266 exchange service [and the Arbitrator did not conclude that it was],
267 the same statutory language applies to interconnections to provide
268 that service as for any other telecommunications exchange service.
269 Second, and perhaps more importantly, even if there were a
270 different standard, there is absolutely no evidence in the record of
271 this proceeding to demonstrate that the current 911/E911 system
272 architecture and provision of 911/E911 service in West Virginia are
273 in any way deficient, flawed, substandard or even mediocre.

274

275 *WV Award*, at 13 (record citations omitted).

276

277

278 **Q. PLEASE DESCRIBE THE OHIO COMMISSION'S RULINGS ON INTRADO'S**
279 **PROPOSALS.**

280

281 A. As to Ohio, as Ms. Spence-Lenss states, the Ohio Commission created
282
283 a new kind of certification for Intrado--a competitive emergency services
284 telecommunications carrier. The Ohio Commission created this restricted class
285 of certificate after a contentious proceeding in which other entities opposed
286 Intrado's certification as a CLEC, and after which the Commission found Intrado
287 was *not* a CLEC. To the extent Ms. Spence-Lenss may be suggesting that this
288 new certification classification conferred upon Intrado special or interconnection
289 rights CLECs don't have, or that it represented approval of Intrado's business
290 plan, those suggestions are incorrect. As the Ohio Commission made clear in
291 the certification proceeding: "Our decision does not address the appropriateness
292 and scope of any specific request for interconnection."⁶

293
294 The Ohio Commission instead ruled on Intrado's interconnection proposals in
295 Intrado's arbitrations with Embarq and Cincinnati Bell Telephone Company
296 ("CBT"). In those cases, the Commission ruled that Intrado was not even entitled
297 to section 251(c) interconnection for 911 traffic from the ILECs' end users, but
298 must instead seek commercial terms for such interconnection under section
299 251(a). The Commission, in any event, rejected (as a commercial agreement
300 term) the same direct trunking proposal that is central to Intrado's network
301 architecture proposal here based on "conflicting evidence" about the network

⁶ *Application of Intrado Comm. Inc. to Provide Competitive Local Exchange Services in the State of Ohio*, Entry on Rehearing, Case No. 07-1199-TP-ACE, at 14 (April 2, 2008) (attached as part of Ex. No. 3 to Ms. Spence-Lenss' Direct Testimony).

302 reliability of those proposals.⁷ And while Embarq and CBT had agreed to
303 interconnect at a point on Intrado's network as a commercial matter under
304 section 251(a)—which Verizon has *not* agreed to do—the Ohio Commission
305 nevertheless rejected, as unsupported by any law, Intrado's proposals to place
306 multiple POIs on its own network, and required interconnection to occur within
307 the ILEC's service territory. (*Ohio Embarq/Intrado Order*, at 29; *Ohio*
308 *CBT/Intrado Order*, at 9.)

309
310

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

313 A. No. The Florida Public Service Commission outright dismissed Intrado's
314 arbitrations with Embarq and AT&T, confirming its Staff's conclusion that Intrado
315 was not entitled to an interconnection agreement because Intrado's 911 service
316 did not constitute "telephone exchange service" under the Act.⁸ Intrado was

⁷ *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 Embarq/Intrado Order*"), at 33 (Sept. 24, 2008) (see attached Ex. 6); *Petition of Intrado Comm., Inc. for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended, to Establish an Interconnection Agreement with Cincinnati Bell Tel. Co.*, Case No. 08-537-TP-ARB, Arbitration Award ("*Ohio CBT/Intrado Order*"), at 15 (Oct. 8, 2008) (see attached Ex. 7).

⁸ See, *Fla. Intrado/AT&T Rec.* and *Fla. Intrado/Embarq Rec.* and accompanying vote sheets, note 4 *supra*.

317 advised that it could provide its services through the use of a commercial
318 agreement or ILEC tariffs.⁹

319

320 The Arbitrators in Intrado's arbitrations with AT&T and Verizon in Texas have,
321 likewise, raised doubts about whether ILECs can be forced to arbitrate
322 interconnection agreements with Intrado for the 911 services Intrado plans to
323 provide.¹⁰ At the Arbitrators' request, the parties submitted briefs in those
324 arbitrations, explaining that Intrado is not, in fact, entitled to section 251(c)
325 arbitration because it is not providing any telephone exchange or exchange
326 access services as defined by the Act.

327

328 **Q. DOES THE COMMISSION'S DECISION IN THE ARBITRATION CASE IN**
329 **DOCKET 00-0769 BETWEEN INTRADO'S PREDECESSOR (SCC**
330 **COMMUNICATIONS) AND AT&T'S PREDECESSOR (AMERITECH)**
331 **SUPPORT INTRADO'S INTERCONNECTION REQUEST IN THIS CASE?**
332 **(SPENCE-LENSS DT AT 6-7.)**

333 A. No. In that case SCC was seeking to interconnect at selective routers within
334 Ameritech's network, while Ameritech was seeking to require SCC to

⁹ *Fla. Intrado/AT&T Rec.* at 11.

¹⁰ *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. 8).*

335 interconnect at every access tandem.¹¹ SCC opposed being forced to
336 interconnect with Ameritech's network at multiple points within a given Local
337 Access and Transport Area ("LATA") and relied on FCC precedent that "section
338 251(c)(2) of the Act allows competitive carriers like SCC to interconnect with
339 incumbent networks at any technically feasible point on the ILEC network." (*Id.*
340 at 11.) SCC argued that interconnection at Ameritech's selective routing
341 tandems is technically feasible and therefore must be allowed. SCC noted that
342 "[i]n order to interconnect with [Ameritech's] selective routing tandems, SCC will
343 require trunking and trunk terminations on [Ameritech's] selective routing
344 tandems. SCC will lease transport capacity from other facilities-based carriers
345 between its POP and [Ameritech's] selective routing tandems." (*Id.* at 12.) The
346 position SCC took in its arbitration with Ameritech is contrary to the position
347 Intrado takes in this case that Verizon can be forced to interconnect to points on
348 Intrado's own network.

349

350 **Q. DOES THE COMMISSION'S DECISION IN THE SCC/AMERITECH**
351 **ARBITRATION RECOGNIZE THAT SCC WOULD INTERCONNECT WITH**
352 **AMERITECH'S NETWORK IN THE SAME WAY OTHER CLECS**
353 **INTERCONNECT WITH AMERITECH'S NETWORK?**

354 A. Yes. The Commission noted that "SCC connects to the ILEC at a switch or hub,
355 which connects at the same place, and in the same manner, as any CLEC would

¹¹ Direct Testimony of Cynthia Clugy, Docket 00-0769, at 9 (attached as Ex. 9).

356 interconnect.”¹² We agree that the Commission’s order is instructive, to the
357 extent it recognizes that SCC was entitled to interconnect to technically feasible
358 points within the ILECs network, just as any other CLEC could. The Order does
359 not, however, support the type of interconnection that Intrado demands in this
360 case. Moreover, to the extent Intrado relies on the Commission’s finding that the
361 services SCC intended to provide at that time constituted “exchange services”
362 under the Act, that reliance is misplaced since, as Intrado acknowledges, “[w]hile
363 SCC offered a different type of service than Intrado now plans to offer, many of
364 the Commission’s findings are useful to note here.” (Spence-Lenss DT at 7.)

365

366 **Q. IS INTRADO’S INTERCONNECTION PROPOSAL SIMILAR TO THE WAY IN**
367 **WHICH VERIZON TYPICALLY INTERCONNECTS WITH OTHER CLECS?**

368 A. No. Intrado’s testimony confirmed that this is not like any other interconnection
369 arbitration, where the parties intend to exchange calls made by their respective
370 residential and business end users. Intrado intends to offer only 911 services to
371 PSAPs. It will not serve end users who place 911 calls and calls will not originate
372 from Intrado’s PSAP customers to Verizon’s end users. Rather, Intrado seeks to
373 compel Verizon to interconnect with Intrado so *Verizon’s* end users’ 911 calls will
374 reach Intrado-served PSAPs. To implement this business plan, Intrado proposes

¹² *Petition of SCC Communications Corp for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.*, Docket No. 00-0769, Arbitration Decision (Mar. 21, 2001) (“SCC/Ameritech Arbitration Order”) at 5.

375 to force Verizon to build out to and interconnect with Intrado on Intrado's network,
376 at as many points as Intrado wants, wherever Intrado wants them. Once Intrado
377 designates POIs on its own network, Intrado would require Verizon to buy or
378 build a minimum of two direct trunks from each Verizon end office to get its end
379 users' 911 calls to those POIs. This direct end office trunking approach would, in
380 turn, require Verizon to implement some kind of new call-sorting mechanism--
381 Intrado suggests "line attribute routing"—to replace the selective routing Verizon
382 and other carriers use today to sort calls to the appropriate PSAPs. Intrado
383 would force Verizon (and other carriers) to pay for this entirely new network
384 architecture for Intrado's benefit.

385

386 **Q. DOES VERIZON OPPOSE THE COMPETITION FOR 911/E911 SERVICES**
387 **THAT MS. SPENCE-LENSS CLAIMS INTRADO IS TRYING TO PROMOTE?**
388 **(SPENCE-LENSS DT AT 7-8.)**

389 A. Verizon does not oppose competitive 911 services here or anywhere else,
390 provided that the state permits such 911 competition. Verizon does, however,
391 oppose Intrado's specific market entry plan, which would require Verizon to pay
392 for Intrado's 911 network. Intrado is not trying to promote fair and efficient
393 competition in the provision of 911 services; it is seeking subsidization of its
394 business plan by other carriers and their end users.

395

396

397

398

IV . DISPUTED ISSUES

399 **INTRADO ISSUE 1** **WHEN INTRADO IS THE DESIGNATED 911/E-911 SERVICE**
400 **PROVIDER, IS VERIZON REQUIRED TO ESTABLISH A**
401 **POI(S) ON INTRADO'S NETWORK?**
402

403 **VERIZON ISSUE 1** **CAN VERIZON BE REQUIRED PURSUANT TO SECTION**
404 **251(C) OF THE COMMUNICATIONS ACT OF 1934, AS**
405 **AMENDED, TO ESTABLISH A POI(S) ON INTRADO'S**
406 **NETWORK FOR THE TRANSMISSION AND ROUTING OF**
407 **911/E-911 CALLS FROM VERIZON TO PSAPS FOR WHICH**
408 **INTRADO IS THE 911/E-911 SERVICE PROVIDER?**
409

410 **Q. BEFORE YOU ADDRESS VERIZON'S POSITION ON PLACEMENT OF THE**
411 **POI, CAN YOU PLEASE DESCRIBE HOW THE E911 NETWORK WORKS**
412 **TODAY.**

413 **A.** Yes. Verizon provides 911 services to governmental agencies responsible for
414 providing 911 services, including Emergency Telephone System Boards
415 ("ETSBs") and PSAPs, pursuant to its Emergency Services Tariff, Ill. Tariff C.C.
416 No. 9, section 9. 911 service provides PSAPs with automatic number
417 identification, or "ANI" (*i.e.*, the caller's telephone number) and automatic location
418 identification "ALI" (*i.e.*, the caller's address) from the party making a 911 call, so
419 that emergency responders can locate the caller even if he or she is
420 incapacitated. The E911 services Verizon provides include trunking, routing and
421 features that enable these local governmental authorities to provide E911 service
422 to residents in their counties. Local governmental authorities maintain and
423 operate 110 PSAPs in 46 counties throughout Verizon's service territory in
424 Illinois.

425
426 Verizon's wireline network includes a series of end office switches that serve
427 Verizon's customers. Each end office switch is directly connected, by means of
428 dedicated trunks, to selective routers (Verizon has 6 selective routers in Illinois).
429 These selective routers aggregate 911 calls from the end offices and send them
430 over dedicated circuits to the appropriate PSAPs. When the end office switch
431 forwards a call (and its ANI) to the selective router, the selective router looks up
432 the caller's number in its database to determine which PSAP is supposed to
433 receive the call. This database associates every Verizon telephone number (and
434 every telephone number of CLEC customers that access E911 via Verizon's
435 selective router) with the emergency services number of the serving PSAP.

436
437 When a PSAP receives a call, the receiving Verizon telephone system
438 automatically sends a request to one of two redundant ALI Database locations via
439 dedicated, diverse digital circuits. The address or location information of the caller
440 is returned to the PSAP, which sends the appropriate public safety personnel in
441 response to the emergency call.

442
443
444 **Q. HOW DOES VERIZON HANDLE 911 CALLS THAT ARE EXCHANGED WITH**
445 **OTHER CARRIERS?**

446 A. There are two scenarios in which Verizon interacts with other carriers for purposes
447 of E911. First, there are parts of Verizon's service area where the PSAP

448 responsible for responding to emergency calls from Verizon's customers is located
449 in another ILEC's service area. In those situations, Verizon delivers the 911 call to
450 the adjacent ILEC over meet-point circuits which deliver the 911 call to the
451 appropriate PSAP. Where Verizon is the 911 service provider, these calls are
452 automatically routed from Verizon's serving end office to its selective router, where
453 the router determines that the call should go to a PSAP in another carrier's service
454 area, in the exact same manner that 911 calls are routed within Verizon's network.
455 The same thing happens in reverse when a caller in an adjacent area is served by
456 a PSAP served by Verizon.

457
458
459

**Q. WHAT IS THE SECOND SCENARIO IN WHICH VERIZON EXCHANGES 911
CALLS WITH OTHER CARRIERS?**

461 A. The second situation involves calls originated by customers of other carriers, such
462 as wireless carriers and CLECs, which do not serve PSAPs themselves, but which
463 have end users who need to make emergency calls. These carriers generally
464 have service areas that overlap Verizon's and they interconnect at Verizon's
465 selective routers using their own circuits or circuits provided by Verizon or
466 another carrier. These carriers deliver their customers' 911 calls over dedicated
467 911 trunks to Verizon's selective router, where the selective routing database look-
468 up procedure determines which PSAP should receive the call. In the case of
469 wireless calls, the database look-up is not performed on the caller's actual
470 telephone number, but on a pseudo-ANI assigned by the carrier or their contracted

471 third party database provider in order to route the call to the appropriate PSAP to
472 which the caller is connected.

473

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

475 A. Local exchange carriers must interconnect their networks so their customers can
476 call each other. A POI is the location where that interconnection occurs—where
477 one carrier’s network ends and the other carrier’s network begins. In other
478 words, assuming that a CLEC has customers that place calls, when a CLEC
479 customer calls a Verizon customer, the CLEC hands the call off to Verizon at a
480 POI on Verizon’s network, and Verizon delivers the call from the POI to its
481 customer. Similarly, when a Verizon customer calls the CLEC’s customer,
482 Verizon hands the call off to the CLEC at the same POI, and the CLEC delivers
483 the call from the POI to its customer. Depending on their particular agreements,
484 carriers may interconnect at one or a number of POIs. The originating carrier is
485 financially responsible for delivering traffic to the POI. The terminating carrier is
486 responsible for delivering that traffic from the POI to its customer.

487
488 As noted, however, this arbitration does not involve the usual interconnection
489 situation where a CLEC and ILEC interconnect so their end-user customers can
490 call one another. Intrado is seeking interconnection to deliver only 911 calls from
491 Verizon end users to PSAPs served by Intrado. PSAPs will not call Verizon’s
492 end users, so calls will not flow from Intrado to Verizon (except for the occasional

493 call that is misdirected to an Intrado-served PSAP and needs to be transferred to
494 a Verizon-served PSAP).

495

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

497 A. Again, we are not lawyers, but the Act and the FCC's rules explicitly address
498 placement of the POI, as the Commission can see for itself. Section 251, under
499 which Intrado seeks interconnection, states that each incumbent local exchange
500 carrier has the duty to provide "interconnection with the local exchange carrier's
501 network...at any technically feasible point within the carrier's network." (47
502 U.S.C. § 251(c)(2)(B)). The FCC's rule implementing this provision, Rule 51.305,
503 likewise makes clear that the incumbent LEC must provide interconnection with
504 its network "[a]t any technically feasible point *within the incumbent LEC's*
505 *network*" (emphasis added). This requirement is mirrored in the Commission's
506 interconnection rules. (83 Ill. Adm. Code § 790.310(a)(2).) Consistent with this
507 law, Verizon proposes for Intrado to interconnect with Verizon at a technically
508 feasible point of interconnection on Verizon's network within each LATA.

509

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

511 A. Intrado proposes different POI arrangements depending on whether Verizon or
512 Intrado is the designated 911/E911 service provider in a particular geographic
513 area. Where Verizon is the designated 911/E911 service provider, Intrado
514 agrees to deliver its 911/E911 calls to Verizon at a point on Verizon's network—
515 specifically, the selective router serving the PSAP. (Hicks DT at 18-19.) This

516 proposal correctly reflects the legal requirement, discussed below, for Intrado to
517 establish a POI on Verizon's network. However, it will have little practical effect
518 because Intrado's only customers will be PSAPs, and they will not be making any
519 emergency 911 calls. The parties' dispute with respect to Issue 1 is, rather,
520 about where the POI will be when Intrado is the designated 911 provider—that is,
521 when Verizon's end users make emergency calls to PSAPs served by Intrado.
522 This scenario is the focus of both Intrado's and Verizon's testimony.

523

524 **Q. WHERE DOES INTRADO PROPOSE TO LOCATE THE POI(S) WHEN**
525 **INTRADO IS THE DESIGNATED 911 SERVICE PROVIDER IN A**
526 **GEOGRAPHIC AREA?**

527 A. When Intrado is the designated 911/E911 service provider, its proposed
528 language would require Verizon to transport its end users' emergency calls to
529 points of interconnection on Intrado's network. (Hicks DT at 11.)

530

531 **Q. HAS INTRADO TOLD VERIZON WHERE, EXACTLY, ON INTRADO'S**
532 **NETWORK THOSE POIS WOULD BE?**

533 A. No. Intrado has not specified where it would establish POIs when it serves a
534 PSAP. Its contract language is broad enough to allow it to establish as many
535 POIs as it wishes, at any points on its network that it wishes, whether inside or
536 outside Illinois. (See Intrado's proposed 911 Att., § 1.3.2.) Intrado's witnesses,
537 likewise, decline to specify the location of the POIs, other than to say that Intrado
538 plans to place them on its network at its selective routers. Intrado says it "will

539 establish a minimum of two (2) selective routers in Illinois. Verizon can
540 interconnect with these two selective routers in Illinois or at any other Intrado
541 selective routers throughout the country.” (Hicks DT at 17.) In other words,
542 Verizon has no idea where Intrado plans to require Verizon to deliver calls to
543 Intrado, except that it will be at multiple POIs somewhere on Intrado’s network.

544

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

546 A. No. Again, despite Intrado’s advice that so-called “public interest considerations”
547 should dictate the resolution of Issue 3 (see Spence-Lenss DT at 14; Hicks DT at
548 12), the bedrock consideration in deciding this issue must be the governing
549 federal law. That law says the POI(s) must be on Verizon’s network, not
550 Intrado’s.

551

552 **Q. WHAT ARE THE RELEVANT LEGAL PROVISIONS GOVERNING**
553 **PLACEMENT OF THE POI?**

554 A. We are not lawyers, but, as Intrado itself recognizes, the Act and the FCC’s rules
555 explicitly address placement of the POI, as the Commission can see for itself.
556 Section 251, under which Intrado seeks interconnection, states that each
557 incumbent local exchange carrier has the duty to provide “interconnection with
558 the local exchange carrier’s network...at any technically feasible point within the
559 carrier’s network.” 47 U.S.C. § 251(c)(2)(B). The FCC’s rule implementing this
560 provision, Rule 51.305, likewise makes clear that the incumbent LEC must
561 provide interconnection with its network “[a]t any technically feasible point *within*

562 *the incumbent LEC's network*" (emphasis added). No elaborate legal
563 interpretation is necessary to understand that "within the incumbent LEC's
564 network" cannot mean "outside the incumbent LEC's network."

565

566 **Q. DOES INTRADO ACKNOWLEDGE THE PLAIN LANGUAGE REQUIRING**
567 **INTERCONNECTION AT A POINT WITHIN VERIZON'S NETWORK?**

568 A. Intrado acknowledged this requirement in its Petition for Arbitration (at 16, note
569 26). Both Mr. Hicks and Ms. Spence-Lenss recognize that Intrado is asking the
570 Commission to "[d]eviat[e] from a traditional POI arrangement." (Hicks DT at 12;
571 see *also* Spence-Lenss DT at 13.)

572

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

575 A. Mr. Hicks argues that under section 251(c)(2) of the Act the interconnection
576 arrangements that Verizon provides Intrado must be "equal in quality" to the
577 interconnection arrangements that Verizon provides to itself and to other carriers.
578 (Hicks DT at 14.) Mr. Hicks contends that Intrado's proposal is consistent with
579 the way in which Verizon interconnects with other ILECs and CLECs across its
580 footprint. (Hicks DT at 13-14.)

581

582 **Q. CAN YOU COMMENT ON MR. HICK'S LEGAL ANALYSIS?**

583 A. We can give our perspective from a plain-language reading of the law, leaving
584 any more detailed analysis that may be necessary to the legal briefs. Mr. Hicks's

585 equal in quality argument relies on 251(c)(2)(C) of the Act, which requires
586 incumbent LECs to provide interconnection “that is at least equal in quality to that
587 provided by the local exchange carrier to itself or to any subsidiary, affiliate, or
588 any other party to which the carrier provides interconnection.” This provision
589 appears right after the above-quoted subsection 251(c)(2)(B), which requires
590 interconnection within the ILEC’s network.

591
592 The Act’s equal-in-quality requirement is implemented through FCC Rule
593 51.305(a)(3). That section (which appears right after the above-quoted section
594 51.305(a)(2), which requires the POI to be “within the incumbent LEC’s network),
595 tracks the language of the Act, then makes clear that satisfaction of the equal-in-
596 quality criterion requires the ILEC to “design interconnection facilities to meet the
597 same technical criteria and service standards that are used within the incumbent
598 LEC’s network.”

599
600 The equal-in-quality criterion reflected in the Act’s section 251(c)(2)(C) and FCC
601 rule 51.305(a)(3) addresses a different subject—that is, service quality and
602 technical design criteria—from the specific language with respect to POI
603 placement in section 251(c)(2)(B) and FCC rule 51.305(a)(2). Because they
604 address distinct subjects, these provisions are fully consistent, contrary to
605 Intrado’s implications. Indeed, since both requirements are in the *very same*
606 *statute*, Congress *has already decided* that there is no conflict between requiring
607 interconnection on the ILEC’s network and the equal-in-quality requirement.

608

609 **Q. DID THE WEST VIRGINIA ARBITRATOR GIVE ANY CREDENCE TO**
610 **INTRADO'S ARGUMENT THAT SECTION 251(C)(2)(C) SHOULD OVERRIDE**
611 **THE REQUIREMENT IN SECTION 251(B)(2)(B) THAT THE POI MUST BE**
612 **WITHIN THE ILEC'S NETWORK?**

613 A. No. She rejected this frivolous argument in the strongest possible terms:

614 Intrado's arguments are ludicrous on their face. On the one hand,
615 Intrado argues that Verizon cannot use one obligation under
616 Section 251(c) to 'obliterate' another obligation under Section
617 251(c). That is certainly true enough. However, Intrado's own
618 argument would require exactly that outcome.¹³

619

620

621 The Arbitrator pointed out, as Verizon has here, that the equal-in-quality criterion
622 in section 251(c)(2)(C) and the FCC's rules implementing it addressed "the
623 technical standards which apply at the point of interconnection," not the location
624 of the point of interconnection: "The subsection on which Intrado has hung so
625 much of its argument doesn't even apply to the location of the point of
626 interconnection." (*Id.* at 13.) The West Virginia Arbitrator correctly observed that
627 the issue with respect to location of the POI was "quite simple to decide,"
628 because the law was so "clear and unequivocal" in requiring the POI to be within
629 the ILEC's network. (*Id.* at 12-13.)

630

¹³ *WV Award* at 13.

631 **Q. MS. SPENCE-LENSS ALSO CONTENDS THAT SECTION 253(B) OF THE**
632 **ACT “NECESSITATES THE ADOPTION OF INTRADO COMM’S PROPOSED**
633 **PHYSICAL INTERCONNECTION ARRANGEMENTS IN THEIR ENTIRETY.”**
634 **(SPENCE-LENSS DT AT 15.) PLEASE COMMENT.**

635 A. Again, neither Ms. Spence-Lenss nor the Verizon panel members are lawyers,
636 but we can give a layman’s perspective, as Ms. Spence-Lenss has. She quotes
637 only part of section 253(b), but that provision states, in its entirety:

638 STATE REGULATORY AUTHORITY.—Nothing in this section shall
639 affect the ability of a State to impose, on a competitively neutral
640 basis and consistent with section 254 [Universal Service],
641 requirements necessary to preserve and advance universal service,
642 protect the public safety and welfare, ensure the continued quality
643 of telecommunications services, and safeguard the rights of
644 consumers.
645

646 Nothing in section 253(b) even mentions interconnection architecture, let alone
647 “necessitates” the adoption of Intrado’s proposals or overrides the section
648 251(c)(2)(B) requirement for establishment of the POI on the ILEC’s network.
649 The West Virginia Arbitrator agreed with this conclusion: “Section 253(b) does
650 not speak in any way to interconnection requirements between an ILEC and a
651 CLEC. It is simply irrelevant to an interconnection determination.” (*WV Award*, at
652 14.)

653
654 **Q. CAN THE COMMISSION TAKE MR. HICK’S ADVICE TO ADOPT INTRADO’S**
655 **INTERCONNECTION PROPOSAL BECAUSE HE CLAIMS THAT IT IS THE**
656 **“MOST EFFICIENT AND COST-EFFECTIVE INTERCONNECTION**

657 **ARRANGEMENT”? (HICKS DT AT 11-12.)**

658 A. No. Again, these are *policy* arguments and, even if the Commission believed
659 them (and it should not), it is not free to ignore the law requiring the POI to be
660 within Verizon’s network and rule instead in Intrado’s favor on policy grounds. In
661 any event, Intrado’s proposals are grossly inefficient and they are cost-effective
662 only for Intrado.

663

664 **Q. IN TERMS OF EFFICIENCY, PLEASE COMPARE VERIZON’S**
665 **INTERCONNECTION PROPOSAL WITH INTRADO’S.**

666 A. Verizon proposes for Intrado to designate POIs on Verizon’s network in each
667 LATA, and Intrado would transport Verizon’s end users’ 911 traffic from the
668 designated POIs on Verizon’s network to Intrado’s PSAP customers.

669

670 In contrast, Intrado’s language entitles Intrado to designate POIs on its own
671 network—as many as it wishes and anywhere on its network that it wishes.
672 Intrado’s witnesses indicate that Intrado would establish at least two and maybe
673 more POIs at unspecified locations on Intrado’s network. Forcing Verizon to
674 interconnect on Intrado’s network is the foundation of Intrado’s interconnection
675 proposal, because it means that Verizon would have to transport traffic destined
676 for Intrado-served PSAPs to the POIs on Intrado’s network. Under Intrado’s
677 proposal, Verizon would have to build or lease a minimum of two direct trunks
678 (for “diverse routing”) from each of Verizon’s affected end offices to each of
679 Intrado’s POIs on Intrado’s network. (Many end office would require more trunks,

680 as traffic capacities need to be at a P.01 grade of service, which will be harder to
681 achieve under Intrado's direct trunking proposal than under the existing approach
682 of aggregating all end-user traffic on a single trunk group.) In addition, Verizon
683 would have to provide separate trunking to its selective routers if an end office
684 was served by both Intrado-served PSAPs and Verizon-served PSAPs. Under
685 Intrado's proposal, Verizon would bear the expense of this entirely new
686 configuration.

687
688 Intrado's direct trunking requirement would affect not just Verizon, but other
689 carriers, because it would preclude Verizon from aggregating CLECs' and
690 wireless' carriers' calls at Verizon's selective routers for transport to Intrado-
691 served PSAPs. Only calls from Verizon's end users would flow over the direct
692 trunks from Verizon's end offices under Intrado's plan. Other carriers that
693 connect to Verizon's selective routers today (and that are likely unaware of this
694 arbitration) would have to establish their own direct trunking arrangements with
695 Intrado for their emergency calls to reach Intrado-served PSAPs. In the absence
696 of such direct trunking agreements—which Intrado cannot force on these other
697 carriers--it appears that these carriers' calls would not reach Intrado-served
698 PSAPs. Intrado has not addressed this very serious public safety concern, which
699 alone should preclude adoption of its proposals.

700
701 In addition to Intrado's requirement for Verizon to pay for unknown numbers of
702 new direct trunks to Intrado's POIs at unknown locations, Intrado proposal would

703 require Verizon to deploy some yet-to-be identified call sorting capability in
704 affected end offices.

705

706 Even if governing law permitted the Commission to adopt Intrado's
707 interconnection proposal (and it does not), there is no conceivable way to
708 conclude that this complicated and expensive interconnection proposal is more
709 efficient or cost-effective than Verizon's proposal--although Intrado's proposal
710 would certainly reduce *Intrado's* costs by shifting them to Verizon and other
711 carriers.

712

713 **Q. IS IT TRUE, AS MR. HICKS CLAIMS, THAT INTRADO IS JUST ASKING FOR**
714 **THE SAME KIND OF INTERCONNECTION ARRANGEMENTS VERIZON**
715 **USES WITH OTHER ILECS? (HICKS DT AT 13-14.)**

716 A. No. First, the arrangements Verizon has with adjacent ILECs for the exchange of
717 911 traffic are *not* section 251 interconnection agreements, which is what the
718 parties are arbitrating here. Their terms, therefore, cannot guide the
719 Commission's resolution of the parties' disputes about their rights and obligations
720 under section 251. Second, the arrangements Intrado is seeking are most
721 certainly *not* like any other arrangements Verizon has with any other Illinois
722 carrier. Verizon's agreements with adjacent ILECs typically require meet-point
723 interconnection—that is, each party builds its network out to an agreed point at
724 which they mutually exchange traffic (usually their service area boundary). None
725 of these arrangements requires Verizon to build numerous end office trunks to

726 the other parties' network, to implement any new call sorting mechanism, or to
727 forego cost recovery for 911-related functions. Verizon has, in fact, offered
728 Intrado meet-point arrangements for exchange of 911 traffic, but Intrado rejected
729 the meet-point approach. It continues to insist that Verizon build out all the way
730 to Intrado's network, rather than to a reasonable meet-point.

731

732 **Q. WHAT ABOUT INTRADO'S CLAIM THAT VERIZON'S ARRANGEMENTS**
733 **WITH OTHER CLECS "ARE USEFUL IN THIS PROCEEDING"? (HICKS DT**
734 **AT 13.)**

735 A. Intrado's argument seems to be that Verizon requires CLECs to bring their traffic
736 to a POI on Verizon's network, so Verizon should be required to bring its traffic to
737 a POI on the CLEC's network. This *policy* argument again ignores the *law*, which
738 plainly states that the POI must be within the ILEC's network. Intrado has the
739 right to choose the location of the POI on Verizon's network, as long as it is
740 technically feasible, but Intrado does not have the right to mandate a POI on
741 Intrado's network--let alone any number of POIs it wishes at any locations it
742 wishes.

743

744 **Q. IS INTRADO'S INTERCONNECTION PROPOSAL CONSISTENT WITH**
745 **INDUSTRY RECOMMENDATIONS, AS MR. HICKS CLAIMS?**

746 A. Mr. Hicks suggests that Intrado's proposal, because it would require multiple
747 "geographically diverse POIs" and redundant direct trunks to each of those POIs,
748 comports with the diversity and redundancy recommendations of the FCC's

749 Network Reliability and Interoperability Council and National Emergency Number
750 Association (“NENA”). (Hicks DT at 16.) Contrary to Mr. Hicks’ implication,
751 Intrado’s direct trunking routing proposal is not an industry-standard arrangement
752 and it is not used by anyone. Support for the principles of diversity and
753 redundancy does not constitute support for Intrado’s particular network
754 architecture arrangement. Indeed, no one has developed a reliable way to sort
755 calls from end offices, as Intrado’s direct trunking proposal would require, so
756 there is no way of knowing whether Intrado’s proposed arrangements could at
757 any point provide an acceptable level of accuracy. The integrity of the 911
758 system and the quality of access to that system is of paramount importance to
759 Verizon. Verizon would never voluntarily implement a feature, like line attribute
760 routing or any other untested call-sorting mechanism that is non-industry-
761 standard to replace Verizon’s time-tested and accurate system.

762

763 In any event, no matter how redundant and diverse Intrado’s proposed
764 interconnection arrangement would be, it cannot be forced upon Verizon,
765 *because it is based on the erroneous view that Intrado may designate POIs on its*
766 *own network.*

767

768 **ISSUE 2(a) SHOULD THE COMMISSION REQUIRE VERIZON TO ESTABLISH**
769 **DIRECT TRUNKS (I.E., TRUNKS THAT DO NOT ROUTE 911/E-911**
770 **TRAFFIC THROUGH A VERIZON 911 TANDEM/SELECTIVE ROUTER)**
771 **TO TAKE 911/E-911 TRAFFIC FROM VERIZON’S END OFFICES TO**
772 **THE POI(S)?**

773

774 **Q. WHAT IS VERIZON’S POSITION ON THIS ISSUE?**

775 A. The Commission cannot require Verizon to establish direct trunks from Verizon's
776 end offices to points on Intrado's network. Issue 2(a) is linked to Issue 1. As
777 explained in Issue 1, the foundation of Intrado's network architecture proposal is
778 Intrado's unlawful demand for Verizon to interconnect on Intrado's network. The
779 other principal elements of Intrado's network architecture plan fall generally
780 under Issue 2.

781
782 Intrado, however, seeks to control how Verizon will route Verizon's end users'
783 calls through Verizon's own network. Intrado's Petition does not clearly describe
784 its extreme proposal, simply stating that it would require Verizon to implement
785 "line attribute routing" and "maintain discrete trunk groups representing each
786 originating end office." (Petition at 21.) Intrado, however, makes no reference to
787 its "line attribute routing" proposal in its testimony, which only adds to the
788 confusion regarding how its direct trunking proposal would be implemented.
789 Under Intrado's proposal, Verizon would have to buy or build a minimum of two
790 additional direct trunks (Verizon has over 400 switches in Illinois) in areas where
791 Intrado is the designated 911 service provider to an unspecified number of POIs
792 somewhere on Intrado's network. (Intrado's proposed 911 Att., § 1.34(ii).)
793 Intrado's direct trunking proposal means that Verizon could no longer use its
794 selective routers to sort calls to the appropriate PSAP, so some method of call
795 sorting must be developed, funded and deployed to ensure that all calls are
796 directed to the right PSAP. While Intrado in the past (and in its Petition)

797 proposed Verizon be required to deploy “line attribute routing” as the new call
798 sorting capability in all of Verizon’s end office switches where Intrado wants
799 direct trunks, it appears to have abandoned that proposal. Instead, Intrado
800 identifies no viable method for call sorting capability at the end office level.

801
802 **Q. HOW DOES VERIZON PROPOSE TO ROUTE 911 CALLS FROM ITS**
803 **CUSTOMERS TO INTRADO-SERVED PSAPS?**

804 A. In situations where Intrado serves a PSAP, Verizon would route calls from
805 Verizon’s customers to Intrado in the same way it routes calls to other carriers
806 today. An E911 call from a Verizon end user would travel to Verizon’s selective
807 router over Verizon’s existing, redundant trunks and then the selective router
808 would route the call to a POI on Verizon’s network, from which Intrado will carry
809 the call to its selective router.

810
811 **Q. WHAT IS WRONG WITH INTRADO’S PROPOSAL?**

812 A. First, as discussed in Issue 1, Intrado’s network architecture proposal assumes
813 that Intrado has the right to designate points of interconnection on Intrado’s own
814 network, which it does not.

815
816 Second, Intrado’s proposal for Verizon to install direct trunks from its end offices
817 to POIs on Intrado’s network would dictate how Verizon designs its own network
818 for the purpose of routing calls on Verizon’s side of the POI. There is nothing

819 that would justify one carrier dictating to another carrier how it transports traffic
820 *within its own network.*

821
822 Third, Intrado's direct trunking proposal would also dictate how other carriers
823 design their networks, by requiring them to also direct trunk to Intrado's network,
824 rather than routing their traffic through Verizon's selective routers, as most
825 CLECs and wireless carriers choose to do today.

826
827 Fourth, Intrado's proposal risks compromising the reliability of the 911 system.
828 Intrado fails to propose any end-office call sorting method to implement its direct
829 trunking proposal. The only methods that Verizon is aware of -- the line attribute
830 approach that Intrado formerly advocated -- has not been implemented anywhere
831 and is in all material respects like the "class marking approach" that is both
832 obsolete and not an accepted methodology for routing 911 calls. In addition,
833 Intrado has not explained how it will force its network architecture proposal on
834 other carriers; if it cannot do so, then there is no assurance these carriers' end
835 users' calls will reach the PSAP.

836
837 All of these specific issues with Intrado's proposal are part of the overarching
838 problem with that proposal—that is, it would require Verizon (and other carriers)
839 to essentially build a new 911 network just for Intrado. Again, Intrado has not
840 told Verizon how many POIs it plans to establish or where on Intrado's network
841 they would be, so Intrado's plan for Verizon to haul 911 traffic to potentially very

842 distant POIs gives it *carte blanche* to impose unknown and unlimited costs upon
843 Verizon.

844
845 Intrado is free to establish any kind of network it wishes, but it has no right to
846 force Verizon and other carriers to bear the costs of whatever network
847 configuration Intrado eventually decides upon. Indeed, we understand that the
848 FCC requires carriers to pay the ILEC for any expensive forms of interconnection
849 it requests, as Verizon will explain in its brief.

850

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

853 A. CLECs and wireless carriers today send calls to Verizon's selective routers for
854 routing to PSAPs. If Intrado's direct trunking plan is approved, Verizon would no
855 longer be able to transport 911 traffic from other carriers to Intrado-served
856 PSAPs, so those carriers would have no choice but to lease or build their own
857 facilities to directly connect on Intrado's network—thereby increasing their costs--
858 or leave their customers without access to 911 service. Neither result is in the
859 public interest.

860

861 **Q. DOES INTRADO HAVE ANY ABILITY TO FORCE THESE OTHER CARRIERS**
862 **TO BUY INTO INTRADO'S NETWORK ARCHITECTURE PLAN?**

863 A. No. We understand that nothing gives Intrado the right to force other CLECs or

864 wireless carriers into accepting the arrangements Intrado is trying to impose upon
865 Verizon.

866 **Q. DOES INTRADO HAVE THE RIGHT TO STOP VERIZON FROM**
867 **TRANSPORTING CALLS FROM OTHER CARRIERS TO INTRADO-SERVED**
868 **PSAPS?**

869 A. No. This legal issue will be addressed in greater detail in Verizon's briefs, but we
870 understand that section 271(c)(2)(B)(vii)(I) requires Verizon to provide other
871 carriers with nondiscriminatory access to 911 services. Today virtually all CLECs
872 and wireless carriers provide their customers access to 911 services by
873 interconnecting at the ILECs' selective routers. Intrado's proposal would remove
874 this option for CLECs and thus compromise Verizon's obligation to provide
875 nondiscriminatory access to 911 services.

876
877 **Q. HOW MANY CLEC AND WIRELESS CUSTOMERS COULD BE AFFECTED BY**
878 **INTRADO'S PROPOSAL IN ILLINOIS?**

879 A. As of December 31, 2007, CLECs served approximately 1.4 million of the
880 approximately 7.1 million plain old telephone service ("POTS") lines in Illinois and
881 wireless carriers served approximately 9.9 million subscribers in Illinois by mid-
882 year 2007.¹⁴ Regardless of the total number, it is clear that a substantial number

¹⁴ See Annual Report on Telecommunications Markets in Illinois, submitted by the Illinois Commerce Commission to the Illinois General Assembly pursuant to sections 13-

883 of non-Verizon customers will be affected by Intrado's proposals here, if the
884 Commission adopts them. So even assuming that Intrado could compel Verizon to
885 comply with its interconnection proposal, there is a gaping hole in Intrado's plan
886 that risks leaving many residents of Illinois without access to 911 service.

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

889 A. Yes. Using selective routers is efficient because it enables a company to
890 aggregate and route calls to multiple PSAPs through a single switch.
891 Conversely, it is not efficient to build multiple trunks from multiple end offices to
892 multiple selective routers, as Intrado's proposal would require. The industry
893 standard is to concentrate trunks from end offices at a "911 tandem" or selective
894 router from which a single trunk group serves the PSAP. This type of most-
895 efficient configuration is used throughout the country.¹⁵

896

897

898 **Q. IS VERIZON'S PROPOSAL TO USE A COMMON TRUNK GROUP FOR ALL**
899 **911/E911 SERVICE TRAFFIC DESTINED FOR INTRADO'S NETWORK**

407 and 13-301(b) of the Illinois Public Utilities Act on Sept. 10, 2008, at 2-3.

¹⁵ 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>

900 **“INCONSISTENT WITH NENA RECOMMENDATIONS,” AS MR. HICKS**
901 **ARGUES (HICKS DT AT 29)?**

902 A. No. Mr. Hicks is referring to how an E911 call from a Verizon end user that is
903 destined for an Intrado-served PSAP should be delivered to Intrado’s selective
904 router. Intrado proposes for Verizon to provide direct trunks from Verizon’s end
905 offices to POIs located at Intrado’s selective routers and for Verizon to implement
906 line attribute routing (or some other, unknown routing method) in Verizon’s end
907 offices. Verizon proposes for Verizon to deliver end user calls to Verizon’s
908 selective routers over its existing, redundant trunks from Verizon’s end offices to
909 Verizon’s selective routers, then, if the call is destined for an Intrado-served
910 PSAP, from Verizon’s selective router to the POI on Verizon’s network, from
911 which POI the call will be carried over Intrado’s facilities to Intrado’s selective
912 router. Verizon’s proposal is entirely consistent with NENA recommendations.

913
914 Page 19 from the same NENA 911 Tutorial that Mr. Hick’s references in his
915 testimony (at 41, excerpts of which are attached to Mr. Hick’s DT as Ex. 5)
916 states:

917 Some residents of the town may live in an area served by a different 9-1-1
918 tandem than the one that serves their local PSAP. There are two
919 solutions. One is to build a trunk group from the “foreign” 9-1-1 tandem to
920 the PSAP. This is expensive and inefficient, but sometimes unavoidable.

921
922 The other solution is **inter-tandem networking**. If the tandems are
923 capable, calls from those subscribers travel from one tandem to the other
924 on “inter-tandem” or “inter-machine” trunks (IMTs). This removes the 9-1-
925 1 tandem boundaries as an obstacle to effective deployment of Enhanced
926 9-1-1. (Emphasis added.)
927

928 Also relevant is the NENA technical reference document that specifically
929 addresses inter-networking and E911 tandem-to-tandem call routing. NENA
930 Recommendation for the implementation of Inter-networking, E9-1-1 Tandem to
931 Tandem. (See attached Ex. 10.) Page 5 of this Recommendation states:

932 During the processing of a 9-1-1 call, situations may arise which indicate
933 the need for an E9-1-1 Tandem to transfer or route the call to another E9-
934 1-1 Tandem. Some of these situations are:

- 935
- 936 • Proper Selective Routing instructions are located at another E9-1-1
937 Tandem.
938

939 And on Page 6:

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

944

945 The second type of call is where the initial E9-1-1 Tandem has determined
946 that the call needs to be sent to a second E9-1-1 Tandem, but the
947 destination for the call has been pre-determined. No selective routing will
948 be necessary at the second E9-1-1 Tandem.

949

950

951 So clearly, Verizon's existing approach is consistent with NENA
952 recommendations, and nothing in these recommendations requires a shift to
953 Intrado's new approach (let alone requiring Verizon to pay for that new
954 approach). In fact, Intrado is also proposing inter-selective-router trunks, but
955 limiting them to the purpose of transferring misdirected calls (Hicks DT at 20), so
956 Intrado cannot credibly criticize inter-selective-router trunking. Verizon's
957 proposal is to also use these appropriately sized, redundant and diversely built
958 inter-selective-router trunks in locations where there is a "split wire center" where

959 one part of the wire center is in a county served by an Intrado-served PSAP and
960 another part of the wire center is in a county served by a Verizon-served PSAP.
961 Using these inter-selective-router trunks would be much more efficient, cost
962 effective, and reliable than requiring Verizon to implement Intrado's direct
963 trunking proposal, which would require the establishment of some unidentified
964 and entirely new call-sorting mechanism, as well as the installation of additional
965 or new direct trunks from Verizon's end offices to POIs (wherever they may be
966 located).

967 **Q. DOES INTRADO RECOGNIZE THAT VERIZON WOULD PAY FOR**
968 **IMPLEMENTING INTRADO'S NETWORK ARCHITECTURE PROPOSAL?**

969 A. Yes, although Ms. Spence-Lenss' admits that Verizon "may incur some initial
970 costs" if the Commission adopts Intrado's proposals (Spence-Lenss DT at 17),
971 she doesn't recognize the magnitude of these costs, or the fact that they would
972 not just be "initial," but ongoing.

973
974 **Q. HOW DOES MS. SPENCE-LENSS SUGGEST THAT VERIZON RECOVER**
975 **THE COSTS INTRADO'S PROPOSAL WOULD FORCE VERIZON TO INCUR?**

976 A. Ms. Spence-Lenss argues that the costs of providing end users access to
977 911/E911 services "should be borne by all entrants in the competitive market:
978 traditional wireline carriers, wireless carriers, and VoIP service providers."
979 (Spence-Lenss DT at 18.) She adds that the cost of access to 911/E-911 calling
980 "should be borne by the communications service provider and recovered from the
981 base rate charged to local exchange service subscribers." (Spence-Lenss DT at

982 20.) In other words, Verizon and other carriers should be expected to raise their
983 retail rates to cover the cost of establishing Intrado's new 911 system. Intrado, of
984 course, has no end users, so all the burden would be on other carriers'
985 customers. This anticompetitive suggestion is obviously not in Verizon's
986 customers' interests and not in the public interest.

987

988 **Q. DOES INTRADO HAVE ITS OWN TARIFF FOR THE SERVICES IT**
989 **PROVIDES?**

990 A. Yes. Intrado's tariff allows it to recover its costs from governmental agencies
991 responsible for paying telecommunications bills. Given Intrado's ability to file
992 tariffs for its own services, we do not understand Ms. Spence-Lenss' statement
993 that Verizon has a "competitive advantage over other competitive telephone
994 exchange service providers," because only incumbent wireline carriers "have
995 tariffs that they use to recover costs associated with access to 911/E-911
996 services to end users." (Spence-Lenss DT at 18.)

997

998 Verizon's tariffs, of course, would not give Verizon the ability to recover any of
999 the costs Intrado is trying to shift to Verizon. Under Intrado's proposal, Verizon
1000 would have to bear all the costs of Intrado's interconnection arrangements, plus it
1001 would have to forego recovery for tariffed elements that it will still provide. How
1002 Intrado could describe this situation as giving Verizon a competitive advantage is
1003 incomprehensible.

1004

1005 **Q. INTRADO'S WITNESSES REPEATEDLY STATE THAT VERIZON'S**
1006 **SELECTIVE ROUTING IS AN UNECESSARY STEP IN THE CALL PATH TO**
1007 **THE PSAPS. (HICKS DT AT 23-24; SPENCE-LENSS DT at 20-21.) IS THAT**
1008 **TRUE?**

1009 A. No. Selective routing is absolutely necessary for calls to be directed to the
1010 appropriate PSAP. It would only be potentially unnecessary if the Commission
1011 adopted Intrado's proposal for line attribute routing (or some other mystery
1012 method of call routing) and if all other carriers established direct trunks to route
1013 emergency calls to Intrado.

1014
1015 **Q. IF THE COMMISSION REJECTS INTRADO'S DIRECT TRUNKING**
1016 **PROPOSAL, DOES INTRADO AGREE THAT VERIZON SHOULD BE**
1017 **PERMITTED TO RECOVER ITS COSTS FOR THE SELECTIVE ROUTING IT**
1018 **PROVIDES TO INTRADO-SERVED PSAPS?**

1019 A. No. As noted above, Ms. Spence-Lenss contends that selective routing is part of
1020 local exchange service that should be built into local service rates, rather than
1021 assessed to PSAPs. (Spence-Lenss DT at 20.) Therefore, she concludes that
1022 "even if the Commission were to allow Verizon to sort its customers' 911 calls
1023 using its selective router to determine the 'designated' selective router the call
1024 needs to be routed to, it would still be inappropriate for Verizon to receive cost
1025 recovery from PSAPs for that sorting function." In other words, Intrado openly
1026 advocates denying Verizon payment for tariffed 911 functions provided to

1027 Intrado-served PSAPs and expects Verizon's end users to pick up the costs of
1028 Intrado's business plan.

1029

1030 Intrado is not entitled to override Verizon's tariffs and the law. Intrado's aim in
1031 denying Verizon cost recovery for selective routing is clear and entirely
1032 illegitimate. To the extent that neither the PSAP nor Intrado has to pay Verizon
1033 for the selective routing functions Verizon performs for an Intrado-served PSAP,
1034 Intrado can provide relatively more attractive pricing to PSAPs than its
1035 competitors, which would have to recover selective routing costs from their own
1036 end users.

1037

1038 **Q. MR. HICKS CONTENDS THAT INTRADO'S DIRECT TRUNKING PROPOSAL**
1039 **WILL BENEFIT VERIZON. (HICKS DT AT 25.) IS THAT TRUE?**

1040 A. No. Mr. Hicks argues that Intrado's direct trunking proposal will allow Verizon to
1041 more quickly isolate trouble, such as ANI failure conditions, to a particular end
1042 office. In addition, he contends that direct end office trunking to Intrado's routers
1043 would alleviate potential problems with "saturation" of trunks that might occur
1044 over the combined trunk groups and may reduce address validation errors. Mr.
1045 Hicks concludes that "any investment required to implement line attribute routing
1046 may be offset by the savings Verizon realizes from reduced switch maintenance
1047 and repair costs and from not having to correct downstream service address
1048 errors detected by Intrado's ALI database management process." (Hicks DT at
1049 26.)

1050

1051 Mr. Hicks is wrong. First, Verizon, not Intrado, has the right to decide how best
1052 to configure its own network, and it is certainly *not* the approach Intrado is
1053 proposing in this case. Second, direct end office trunking to Intrado's selective
1054 routers would exacerbate, not alleviate, potential problems with "saturation" of
1055 trunks. A fundamental traffic capacity principle is that there is greater traffic
1056 capacity and less chance of blockage when traffic is aggregated to one group of
1057 facilities (Verizon's approach) and a greater chance of 911 call blockage if
1058 Verizon is forced to separate its end user traffic to multiple trunk groups (as
1059 Intrado proposes). Third, aside from the fact that the potential benefits Intrado
1060 raises are purely speculative, they are unnecessary solutions to non-existent
1061 problems. There are no problems that need addressing today in Verizon's 911
1062 network in terms of ALI failures, lengthy repair times, or address validation
1063 errors—certainly nothing that would justify the major network reconfiguration that
1064 Intrado would require. There is absolutely no way any minimal benefits to be
1065 gained from Intrado's proposal, even if there were any, could outweigh the million
1066 or more dollars Verizon would have to spend to establish and maintain the direct
1067 trunking/line attribute routing system Intrado proposes—and no way Intrado can
1068 overcome the lack of any legal support for the Commission to order Verizon to
1069 implement Intrado's network architecture proposal.

1070

1071 **Q. MR. HICKS CONTENDS THAT INTRADO'S DIRECT TRUNKING PROPOSAL**
1072 **IS TECHNICALLY FEASIBLE. (HICKS DT AT 25.) IS THAT RELEVANT?**

1073 A. No. Technical feasibility only arises under section 251(c)(2)(B) once a CLEC has
1074 designated a POI within the ILEC's network (as it must). In other words, the POI
1075 must be on the ILEC's network and technically feasible. Since Intrado's proposal
1076 is to require Verizon to interconnect to points on Intrado's network, technical
1077 feasibility is not an issue. Second, as discussed above, Intrado identifies no
1078 method by which its direct trunking proposal can be implemented. The only
1079 method that Intrado has been able to identify in other arbitrations is its line
1080 attribute routing proposal, and it has identified nothing here. The Commission
1081 cannot adopt Intrado's direct trunking proposal without any idea of how or
1082 whether 911 calls will get to Intrado-served PSAPs.

1083
1084 **ISSUE 2(b) IF VERIZON IS REQUIRED TO ESTABLISH DIRECT TRUNKS FROM**
1085 **ITS END OFFICES TO THE POI(S), SHOULD THE COMMISSION**
1086 **ADOPT INTRADO'S LANGUAGE SPECIFYING HOW VERIZON WILL**
1087 **ESTABLISH, ENGINEER AND MAINTAIN THOSE TRUNKS ON**
1088 **VERIZON'S SIDE OF THE POI(S)?**

1089
1090 **Q. WHAT IS VERIZON'S POSITION ON THIS ISSUE?**

1091 A. As discussed above, the Commission cannot require Verizon to establish direct
1092 trunks from Verizon's end offices to points on Intrado's network, so there is no
1093 need for the Commission to reach this issue. The language that Intrado
1094 proposes should be rejected because it is based on the erroneous assumption
1095 that Verizon can be required to build to and interconnect with POIs on Intrado's
1096 network. We offer the following testimony only in the unlikely event the
1097 Commission accepts Intrado's unlawful position that Verizon can be forced to

1098 establish direct trunks to interconnect with Intrado on Intrado's network.

1099

1100 **Q. WHAT IS INTRADO'S RATIONALE FOR ITS LANGUAGE WITH RESPECT TO**
1101 **ISSUE 2(b)?**

1102 A. Intrado points to language that is included in Verizon's model interconnection
1103 agreements regarding the manner in which CLECs interconnect with Verizon on
1104 Verizon's network to provide their end users with access to 911 services. (Hicks
1105 DT at 30-31.) Intrado's argument that the Commission may force Verizon to
1106 interconnect to POIs on Intrado's network is based on Intrado's perversion of the
1107 "equal-in-quality" provision of section 251(c)(2)(C) of the Act. This is the same
1108 argument Intrado used to support its demand for Verizon to interconnect with
1109 Intrado on Intrado's network (Issue 1), and it is wrong here for the same reason
1110 it was wrong there—that is, the equal-in-quality requirement cannot cancel out
1111 the requirement for placement of the POI on Verizon's network (and the
1112 necessary corollary that Verizon cannot be forced to take its traffic to the CLEC's
1113 network, by means of direct trunks or otherwise). Intrado argues that Verizon
1114 must direct trunk 911 calls to Intrado's selective routers when Intrado serves a
1115 PSAP, because Verizon "requires" CLECs to provide direct trunks to Verizon's
1116 selective routers when Verizon serves a PSAP. CLECs interconnect with
1117 Verizon on Verizon's network and take their traffic there **because section**
1118 **251(c)(2)(B) and FCC Rule 51.305(a)(2) require them to.** There is no
1119 reciprocal requirement for ILECs to interconnect within CLECs' networks, and

1120 state commissions cannot use the “equal-in-quality” requirement to create one.

1121

1122

1123 **ISSUE 2(c) IF VERIZON IS REQUIRED TO ESTABLISH DIRECT TRUNKS FROM**
1124 **ITS END OFFICES TO THE POI(S), SHOULD THE COMMISSION**
1125 **ADOPT INTRADO’S PROPOSED LANGUAGE WITH RESPECT TO**
1126 **VERIZON END USER 911/E-911 CALLS ORIGINATING OUTSIDE OF**
1127 **INTRADO’S 911/E-911 SERVING AREA?**

1128

1129

1130 **Q. WHAT IS VERIZON’S POSITION ON THIS ISSUE?**

1131 A. Again, this issue erroneously assumes that Verizon can be required to
1132 interconnect to POIs on Intrado’s network and establish direct trunks to those
1133 POIs. As we have discussed, Verizon cannot lawfully be required to do these
1134 things, so there is no need to consider Intrado’s language with respect to 911
1135 calls originating outside of Intrado’s serving area.

1136

1137 **Q. WHAT IS THE SPECIFIC CONTRACTUAL LANGUAGE INTRADO**
1138 **PROPOSES FOR THIS ISSUE?**

1139 A. It is not clear from Mr. Hicks’ testimony because it does not provide a cite to the
1140 provision he discusses. (Hicks DT at 31.) However, based on Intrado’s
1141 indication that the language deals with instances where Verizon is incapable of
1142 establishing direct trunking between its end offices and Intrado’s selective router
1143 (Id.), it appears that Intrado is addressing section 3.3.2.3 of the 911 Attachment,
1144 which provides as follows:

1145 1.3.2.3 Split Wire Center Call Delivery Exception – Where it is technically
1146 infeasible for Verizon to segregate Verizon End Users' 911/E-911 Calls
1147 associated with an End Office Wire Center and where an End Office Wire Center
1148 serves Verizon End Users both within and outside of the Intrado's 911/E-911
1149 network serving area, Verizon shall work cooperatively with Intrado and the
1150 affected Controlling 911 Authority(ies) to establish call routing and/or call handoff
1151 between the Parties.

1152

1153 **Q. DOES INTRADO'S PROPOSAL CREATE PROBLEMS WITH ROUTING 911**
1154 **CALLS FROM SPLIT WIRE CENTERS?**

1155 A. Yes. Split wire centers are Verizon wire centers that serve some end users
1156 whose 911 calls will be destined for a Verizon-served PSAP and some end users
1157 whose 911 calls will be destined for a PSAP served by another carrier (in this
1158 case, Intrado). Split wire centers may exist, for instance, where a wire center
1159 serves more than one county. Because Verizon routes 911 calls to PSAPs by
1160 means of selective routers and cannot identify at the end office which PSAP
1161 should receive a caller's 911 calls, Intrado's proposal to require direct trunking of
1162 911 calls from Verizon end offices to Intrado's network without use of a Verizon
1163 selective router would require Verizon to route to Intrado all of the 911 calls from
1164 an end office, including 911 calls bound for PSAPs served by Verizon. As a
1165 consequence, Intrado's proposal would require Verizon to route all of the 911
1166 calls from that wire center (including those bound for the Verizon-served PSAP)
1167 to Intrado, and Intrado would hand the calls for the Verizon-served PSAP back to
1168 Verizon. There is no legitimate reason to adopt this inefficient arrangement.
1169 Intrado's language should be rejected.

1170
1171
1172
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1174
1175
1176

**VERIZON ISSUE 2(d) SHOULD VERIZON BE REQUIRED TO IMPLEMENT
“LINE ATTRIBUTE ROUTING” OR ANOTHER NEW
MECHANISM TO SORT CALLS TO THE APPROPRIATE
PSAP?**

1177 **Q. WHAT IS VERIZON’S POSITION ON THIS ISSUE?**

1178 A. Verizon’s position is that it cannot be forced to implement what Intrado refers to
1179 as “line attribute routing” or any other new mechanism that is designed to bypass
1180 Verizon’s selective routers and require Verizon to sort 911 calls from its end
1181 offices.

1182 **Q. WHY IS THIS LISTED SOLELY AS A VERIZON ISSUE?**

1183 A. Intrado did not want this designated as an issue even though Intrado’s Petition
1184 specifically requests that “Verizon should be required to implement ‘line attribute
1185 routing’ and maintain discrete trunk groups representing each originating end
1186 office.” (Petition at 21.) As we discuss below, Intrado is now backing off of its
1187 demand that Verizon be required to implement line attribute routing because
1188 other commissions and 911 entities have raised concerns about this proposal.
1189 Indeed, every commission that has decided the issue to date has rejected
1190 Intrado’s direct trunking proposal, which would require some form of new call
1191 routing, whether it is line attribute routing or something else.

1192

1193 **Q. DOES MR. HICKS IDENTIFY ANY END OFFICE-LEVEL CALL SORTING**
1194 **METHODOLOGY, SUCH AS LINE ATTRIBUTE ROUTING, THAT WOULD BE**

1195 **NECESSARY TO IMPLEMENT INTRADO'S DIRECT TRUNKING PROPOSAL?**

1196 A. No. Mr. Hicks indicates that Intrado is not "requiring" Verizon to use a "certain
1197 methodology" to implement its direct trunking proposal. (Hicks DT at 23.)
1198 Instead of explicitly supporting its line attribute routing proposal Intrado made in
1199 its Petition for Arbitration, Intrado declined to identify or recommend a specific
1200 method for implementing its direct trunking proposal. That begs the question of
1201 how Verizon (or any other carrier) is expected to implement Intrado's direct
1202 trunking proposal, not to mention how much it would cost, how long it would take
1203 or how reliable any such method might be in routing 911 calls.

1204

1205 **Q. WHY IS INTRADO BACKING OFF OF THE REQUEST SET FORTH IN ITS**
1206 **PETITION THAT VERIZON BE REQUIRED TO IMPLMENT LINE ATTRIBUTE**
1207 **ROUTING? (PETITION AT 21.)**

1208 A. Intrado's schizophrenia about line attribute routing is easily understood. When
1209 Intrado began to litigate these arbitrations around the country, it unambiguously
1210 proposed line attribute routing as part of its direct trunking proposal. Line
1211 attribute routing, however, is not an industry standard, has never been used
1212 anywhere and is, in fact, just a concept dreamed up by Intrado to try to convince
1213 Commissions that Intrado's direct trunking approach will work. Again, Verizon's
1214 end offices cannot perform the call sorting necessary to send 911 calls to the
1215 appropriate PSAP; this capability instead resides in Verizon's selective routers.
1216 Because Intrado's direct trunking proposal would bypass Verizon's selective

1217 routers, Intrado had to come up with another way to assure calls are sorted to the
1218 right PSAP, and Intrado came up with line attribute routing.
1219
1220 As 911 entities and Commissions become aware of Intrado's line attribute
1221 concept, however, it has generated serious concerns. In Texas, for example, a
1222 coalition of state and local 911 agencies and associations were given special
1223 permission to file position statements in Intrado's arbitrations with Verizon and
1224 AT&T, in order to help "ensure that public safety interests are not compromised
1225 via either a negotiated or arbitrated interconnection agreement between the
1226 Parties." The Texas 911 coalition was particularly concerned about Intrado's line
1227 attribute routing proposal, explaining that granting that proposal "would be
1228 contrary to law, the public interest, public safety, and be null and void as a matter
1229 of law"¹⁶ The West Virginia Enhanced 9-1-1 Council, in a letter to the
1230 Commission in Verizon's arbitration with Intrado (attached as Ex. 11), also
1231 expressed concern about Intrado's line attribute routing proposal: "The 9-1-1

¹⁶ *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 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 (October 17, 2008).

1232 Council is concerned about the reliability and effectiveness of this method of
1233 emergency call delivery.” As noted, the Ohio Commission rejected Intrado’s
1234 direct trunking/line attribute routing proposal in Intrado’s arbitrations with Embarq
1235 and Cincinnati Bell, citing the lack of any law to support it, as well as “conflicting
1236 evidence concerning the reliability and expense of implementing such an
1237 arrangement.” (*Ohio Embarq/Intrado Award*, at 33; *Ohio CBT/Intrado Award*, at
1238 15.)

1239
1240 The concerns have prompted Intrado to adopt more of a soft-sell approach to line
1241 attribute routing, in an effort to try to salvage its direct trunking proposal. Instead
1242 of asking commissions to require Verizon to implement line attribute routing,
1243 Intrado is now “offering” or “recommending” it as the routing component of its
1244 direct trunking proposal--or, as it appears to have done here, abandoning its line
1245 attribute routing proposal altogether. After the West Virginia Enhanced 9-1-1
1246 Council (“9-1-1 Council”) filed its letter expressing concern about “the reliability
1247 and effectiveness” of line attribute routing, Intrado filed a letter claiming that that
1248 it was “not requesting that Verizon use line attribute routing to deliver its end
1249 users’ 911 calls to Intrado Comm” (see attached Ex. 12 at 1)—thus leaving the
1250 record devoid of any proposal for routing calls to Intrado-served PSAPs (see
1251 attached Ex. 13 at 2-3).

1252
1253 **Q. IS THERE ANY ALTERNATIVE, OTHER THAN INTRADO’S LINE ATTRIBUTE**
1254 **ROUTING PROPOSAL, THAT INTRADO HAS OFFERED AS A MEANS OF**

1255 **IMPLEMENTING ITS DIRECT TRUNKING PLAN?**

1256 A. No, and that is the reason for Intrado's waffling on line attribute routing. If Intrado
1257 doesn't propose any routing technique in conjunction with its direct trunking
1258 recommendation, commissions cannot adopt direct trunking with any assurance
1259 about its reliability and feasibility. Line attribute routing is the only proposal
1260 Intrado has used to support its direct trunking approach. Intrado, therefore, is left
1261 either lending lukewarm support for line attribute routing or taking the position
1262 that it is ultimately Verizon's responsibility to come up with and pay for some
1263 other call sorting methodology that might work—and apparently, to bear the
1264 liability for dropped 911 calls when this mystery call-sorting alternative doesn't
1265 work as well as the reliable, industry-standard selective routing system used
1266 today. In Illinois, it appears Intrado has opted to abandoned the only proposal it
1267 has used to support its direct trunking proposal.

1268
1269 Again, Intrado does not plan to provide 911 service to any end users—it will,
1270 instead, be carrying Verizon's end users' 911 calls. While Intrado may be willing
1271 to risk Verizon's end users' safety by leaving open the question of how to assure
1272 911 calls get to their destination under Intrado's direct trunking proposal, Verizon
1273 would never willingly expose its customers to such risk--and neither, Verizon
1274 submits, should this Commission be willing to do so. If Intrado wishes to shift the
1275 industry toward its new direct trunking approach (which all carriers, not just
1276 Verizon, would have to adopt under Intrado's plan), then that is an issue to be
1277 worked out by the industry, with appropriate input from all relevant agencies and

1278 potentially affected parties. This critical issue is not something to be left to an
1279 ILEC to figure out by itself as a result of a bilateral arbitration decision. As the
1280 Florida Commission's vote to dismiss Intrado's arbitrations confirmed, "any
1281 discussion regarding the provisioning of competitive 911/E911 service...requires
1282 that all potentially affected parties be consulted and afforded an opportunity to
1283 weigh in on these vital matters." (*Fla. Intrado/AT&T Rec.* at 16; *Fla.*
1284 *Intrado/Embarq Rec.* at 13.)

1285
1286

1287 **ISSUE 3** FOR 911 CALLS TRANSFERRED BETWEEN PSAPS USING INTER-
1288 SELECTIVE ROUTER TRUNKING, SHOULD THE INTERCONNECTION
1289 AGREEMENT:

1290
1291 (A) REQUIRE VERIZON TO ESTABLISH A POI(S) ON INTRADO'S
1292 NETWORK FOR 911 CALLS BEING TRANSFERRED FROM PSAPS
1293 FOR WHICH VERIZON IS THE 911/E-911 SERVICE PROVIDER TO
1294 PSAPS FOR WHICH INTRADO IS THE 911/E-911 SERVICE
1295 PROVIDER?

1296
1297 (B) INCLUDE INTRADO'S PROPOSED INTERCONNECTION,
1298 TRUNKING AND ROUTING ARRANGEMENTS IF VERIZON IS
1299 REQUIRED TO ESTABLISH A POI(S) ON INTRADO'S NETWORK?

1300
1301 (C) INCLUDE INTRADO'S PROPOSED LANGUAGE REQUIRING THE
1302 PARTIES TO MAINTAIN DIAL PLANS AND NOTIFY EACH OTHER OF
1303 ANY CHANGES TO SUCH DIAL PLANS?

1304
1305
1306

Q. WHAT IS VERIZON'S POSITION ON THIS ISSUE?

1307 A. As discussed in Issue 1, Verizon cannot be required to build out to and
1308 interconnect with POIs on Intrado's network. Therefore, the answer to Issues
1309 3(a) and 3(b) is "no." The answer to Issue 3(c) is also "no," because Intrado's

1310 dial-plan language requires an excessive level of detail that is not appropriate or
1311 customary in an interconnection agreement.

1312

1313 **Q. DOES VERIZON OPPOSE THE USE OF INTER-SELECTIVE ROUTER**
1314 **TRUNKING?**

1315 A. No, although that fact is not apparent from Intrado's testimony. Inter-selective
1316 router trunking is trunking between the parties' respective selective routers.
1317 Such trunking allows transfer of calls between PSAPs when, for example, calls
1318 are initially directed to the wrong PSAP. The interconnection between Verizon
1319 and Intrado for *all* 911 calls can and should be accomplished by means of
1320 trunking between inter-selective router trunks.

1321

1322 **Q. THEN WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO THIS ISSUE?**

1323 A. The dispute here is an outgrowth of the parties' dispute with respect to Issue 1,
1324 concerning placement of the POI. Because Intrado proposes to designate POIs
1325 on its own network when it serves a PSAP in a particular area, it follows that all
1326 of the inter-selective router trunking between Verizon's selective routers and
1327 Intrado's selective routers when 911 calls are transferred from a Verizon-served
1328 PSAP to an Intrado-served PSAP would be on Verizon's side of the POI in this
1329 scenario. Therefore, under Intrado's proposal, Verizon would have to pay for
1330 virtually all of the trunking between Verizon's and Intrado's selective routers.
1331 (This obligation would be in addition to Intrado's proposal, discussed above and

1332 in conjunction with Issue 2, to make Verizon pay for direct trunks from Verizon's
1333 end offices to Intrado's selective routers.)

1334

1335 Verizon, therefore, opposes Intrado's position on Issue 3 for the same reason it
1336 opposes Intrado's position on Issue 1—that is, it incorrectly assumes that Intrado
1337 has the right to establish POIs on its own network. Verizon's proposed language,
1338 like Intrado's, enables the transfer of calls from Verizon-served PSAPs to Intrado-
1339 served PSAPs, but, unlike Intrado's, Verizon's language correctly reflects that the
1340 POI(s) will be on Verizon's network, and therefore, each party will be responsible
1341 for transporting calls between its selective router and that POI (or POIs).

1342

1343 Once the Commission decides, in the context of issue 1, that Intrado is not
1344 entitled to designate POIs on its own network, all of Intrado's proposals and
1345 associated language that assumes POIs on its own network must be rejected, as
1346 well—as the West Virginia Arbitrator correctly recognized.

1347

1348 **Q. MR. HICKS SUGGESTS THAT VERIZON IS NOT WILLING TO EXCHANGE**
1349 **DIAL PLAN INFORMATION WITH INTRADO AS IT DOES WITH OTHER**
1350 **PROVIDERS OF 911/E911 SERVICES. (HICKS DT AT 35-36.) IS THAT**
1351 **TRUE?**

1352 **A.** No. Verizon agrees that current dial plans are necessary to ensure proper
1353 transfers of calls between companies' selective routers, and Verizon is willing to
1354 provide this information to Intrado just as it does to other providers. However,

1355 Intrado seeks an excessive level of dial-plan detail in the interconnection
1356 agreement that is not appropriate or customary, and that is what Verizon has
1357 objected to and why the Commission should reject Intrado's language with
1358 respect to dial plans.

1359 **Q. MS. SPENCE-LENSS SUGGESTS THAT OHIO COMMISSION'S ORDER IN**
1360 **THE INTRADO/EMBARQ ARBITRATION REQUIRES THAT THE ILEC IS**
1361 **RESPONSIBLE FOR DELIVERING TRAFFIC TO INTRADO'S SELECTIVE**
1362 **ROUTER. (SPENCE-LENSS DT AT 14.) IS THAT ACCURATE?**

1363 A. No. First, as we have explained, the Ohio Commission determined that Intrado
1364 was not entitled to section 251(c) interconnection at all when it handles the
1365 ILEC's 911 traffic, and section 251(c) interconnection is what Intrado is seeking
1366 here. Embarq apparently agreed to take its traffic to Embarq's selective router in
1367 the context of a *commercial agreement* under section 251(a), not as a section
1368 251(c) requirement. In fact, Embarq made clear that it could not be required to
1369 take its traffic to Embarq under section 251(c), the provision at issue in this
1370 arbitration. In any event, the Ohio Commission specifically rejected Intrado's
1371 position that Embarq should be required to build to and interconnect with multiple
1372 POIs on Intrado's network and it rejected Intrado's direct trunking proposal. (*Ohio*
1373 *Embarq/Intrado Order* at 8, 33.) Contrary to Ms. Spence-Lenss' suggestion,
1374 Embarq's agreement to deliver 911 calls to Intrado, as a commercial term under
1375 section 251(a), does not constitute a Commission mandate for all ILECs to do so,

1376 and does not in any way change the section 251(c) requirement for a CLEC to
1377 interconnect on the ILEC's network.

1378
1379 **ISSUE 4 WHEN INTRADO BECOMES THE 911/E-911 SERVICE PROVIDER FOR**
1380 **A PSAP, IS VERIZON REQUIRED TO AGREE TO POI(S) ON**
1381 **INTRADO'S NETWORK AND TO PROVIDE INTRADO FORECASTS OF**
1382 **TRUNKING REQUIREMENTS AND OTHER INFORMATION?**
1383

1384
1385 **Q. WHAT IS VERIZON'S POSITION ON THIS ISSUE?**

1386 A. As discussed in Issue 1, Verizon cannot be required to build out to and
1387 interconnect with POIs on Intrado's network. Even if Verizon were required to
1388 interconnect to POIs on Intrado's network, Intrado's proposal makes no sense.
1389 Therefore, the answer to 4 is "no."

1390 **Q. MR. HICKS (DT AT 36) INDICATES THAT THE CRUX OF THIS ISSUE ABOUT**
1391 **INITIATION OF INTERCONNECTION IS MORE FULLY ADDRESSED IN**
1392 **ISSUE 1, CONCERNING PLACEMENT OF THE POI. DO YOU AGREE?**

1393 A. Yes. Intrado's proposed language with respect to Issue 4 incorrectly assumes
1394 that Verizon can be forced to interconnect with Intrado at POIs on Intrado's
1395 network. Verizon's proposed language correctly recognizes that interconnection
1396 will occur on Verizon's network, and that certain steps need to be taken to initiate
1397 service at technically feasible points on that network within a LATA where the
1398 parties are not already interconnected. Once the Commission rejects Intrado's
1399 proposals to require Verizon to build out to and interconnect to points on
1400 Intrado's network, Intrado's proposed language in § 1.5 will be irrelevant and its
1401 retention would be confusing. Mr. Hicks does not offer any reasons to adopt

1402 Intrado's language other than Intrado's rationale with respect to Issue 1.

1403

1404 Intrado's proposal to modify § 1.5 to address "additional interconnection
1405 arrangements," as opposed to Verizon's proposed language, which focuses on
1406 initiation of interconnection in a LATA, is inappropriate because it is linked to
1407 Intrado's proposal for interconnection at points on Intrado's network (Issue 1) and
1408 Intrado's proposal for Verizon to build direct trunks from Verizon end offices to
1409 Intrado's network (discussed under Issue 2). Intrado's language appears to
1410 assume a need, each time Intrado signs up a new PSAP customer, for Verizon to
1411 establish new direct trunks from Verizon's end offices to a POI on Intrado's
1412 network.

1413

1414 However, if Intrado interconnects with Verizon on Verizon's network (as it must)
1415 and Verizon routes its end users' 911 calls to Intrado through Verizon's 911
1416 selective routers (as Verizon proposes under Issue 2), then, while Intrado will
1417 have the right to interconnect at as many technically feasible points on Verizon's
1418 network as Intrado wishes (either when interconnection is initially established or
1419 at a later time), as a practical matter Intrado will only need to interconnect to
1420 Verizon's network at the office where Verizon's 911 selective router for that LATA
1421 is located. These interconnections would probably be established by Intrado
1422 when it initially interconnects with Verizon. Thereafter, changes to these
1423 interconnection arrangements would be managed under 911 Attachment § 1.5.5.
1424 If Intrado for some reason needs additional interconnection arrangements, it can

1425 order them from Verizon pursuant to Verizon's generally established business
1426 practices for CLEC interconnection. Therefore, Intrado's specific language on
1427 this point is unnecessary in the interconnection agreement.

1428

1429

1430 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 4?**

1431

1432 A. Once the Commission finds that Verizon cannot be required to interconnect on
1433 Intrado's network, Intrado's proposed language in §§ 1.5.1, 1.5.2, 1.5.3 and 1.5.4
1434 of the 911 Attachment would be deleted in favor of Verizon's proposed language
1435 in those same sections, which correctly describes how Intrado can initiate
1436 interconnection at technically feasible POIs on Verizon's network.

1437

1438 **ISSUE 5 SHOULD VERIZON BE REQUIRED TO PROVIDE ONGOING TRUNK**
1439 **FORECASTS TO INTRADO?**

1440 **Q. WHAT IS VERIZON'S POSITION ON THIS ISSUE?**

1441 A. The answer to Issue 5 is "no."

1442 **Q. WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO THIS ISSUE?**

1443 A. The disputed language for this issue addresses forecasting of trunks for traffic
1444 exchanged between the parties' networks. Verizon's language for section 1.6.2
1445 of the 911 Attachment requires Intrado to provide a semi-annual forecast of the
1446 number of trunks Verizon will need to provide for the exchange of traffic with
1447 Intrado. Intrado proposes to make this language reciprocal, so that Verizon
1448 would need to provide forecasts of the number of trunks Intrado would need to

1449 provide for the exchange of traffic with Verizon.

1450 **Q. MR. HICKS CONTENDS THAT ONGOING TRUNK FORECASTING**
1451 **REQUIREMENTS SHOULD BE RECIPROCAL. HE STATES THAT “ONCE**
1452 **THE NETWORK IS IN PLACE FOR ANY PARTICULAR INTRADO**
1453 **CUSTOMER, ONLY VERIZON KNOWS, BASED ON ITS END USER USAGE**
1454 **DATA, ITS END USERS’ DEMAND FOR REACHING THAT INTRADO**
1455 **CUSTOMER.” (HICKS DT AT 39.) IS THIS CORRECT?**

1456 A. No. Once Intrado has established facilities to transport Verizon end user 911
1457 calls to an Intrado-served PSAP, Intrado will be able to track the volume of traffic
1458 passing through its network to the PSAP. In addition, the PSAP served by
1459 Intrado, which is Intrado’s customer, will be able to give Intrado data on the
1460 volume of traffic being delivered by Intrado to the PSAP.

1461
1462 **Q. IS INTRADO’S ASSERTED NEED FOR ONGOING TRUNK FORECASTS**
1463 **FROM VERIZON ALREADY ADDRESSED BY THE DRAFT AGREEMENT?**

1464 A. Yes. 911 Attachment Section 1.5.5 states:

1465 Upon request by either Party, the Parties shall meet to: (a) review
1466 traffic and usage data on trunk groups; and (b) determine whether
1467 the Parties should establish new trunk groups, augment existing
1468 trunk groups, or disconnect existing trunks.
1469

1470 Under this language, which requires Intrado and Verizon to cooperate in updating
1471 arrangements for traffic exchange, Intrado will receive substantially more
1472 information than it would in a bare forecast.

1473

1474 **Q. WHY IS IT APPROPRIATE TO REQUIRE INTRADO TO PROVIDE TRUNK**
1475 **FORECASTS TO VERIZON, BUT NOT REQUIRE VERIZON TO PROVIDE**
1476 **SUCH FORECASTS TO INTRADO?**

1477 A. Because it is Intrado, not Verizon, that is in the best position to forecast future
1478 trunk needs. The number of trunks necessary for traffic flowing from Verizon to
1479 Intrado will depend on the number of PSAPs served by Intrado and the size of
1480 the population served by those PSAPs. This is information that will be better
1481 known to Intrado and its PSAP customers than to Verizon. Verizon cannot
1482 predict which PSAPs will elect to take service from Intrado. Thus, Verizon
1483 cannot forecast how many trunks will be needed to route Verizon end user calls
1484 to Intrado. As the West Virginia Arbitrator concluded, “the PSAPs which Intrado
1485 signs up as customers for its competitive 911/E911 service should be able to
1486 assess, at least as well as Verizon, the amount of misdirected call volume from
1487 Verizon that came to them instead of going to PSAPs served by Verizon.” (*WV*
1488 *Award*, at 19.)

1489
1490 **Q. HOW SHOULD THE COMMISSION DECIDE ISSUE 5?**

1491
1492 A. The Commission should delete Intrado’s proposed forecasting language in
1493 section 1.6 of the 911 Attachment.

1494

1495 **ISSUE 6 WHICH PARTY’S PROPOSED LANGUAGE FOR 911 ATT., § 1.1.1**
1496 **MORE ACCURATELY DESCRIBES VERIZON’S 911/E-911**
1497 **FACILITIES?**

1498

1499 **Q. WHAT IS VERIZON'S POSITION ON THIS ISSUE?**

1500 A. Verizon's proposed language more accurately describes its 911/E-911 facilities.
1501 In the event the Commission is not inclined to adopt Verizon's language, Verizon
1502 offers alternative language below in an attempt to resolve the issue.

1503 **Q. WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO THIS ISSUE?**

1504 A. Intrado's language does not inaccurately describes Verizon's network
1505 components. Intrado's language with respect to Verizon's "Tandem/Selective
1506 Router(s)" is deliberately vague as to the function of these routers—which
1507 Verizon's language makes clear is to route 911 calls between Verizon's end
1508 offices and the PSAPs--no doubt to advance Intrado's objective of forcing
1509 Verizon to bypass its own selective routers and to instead implement line
1510 attribute routing. In addition, Intrado's language does not reflect the location of a
1511 911 Tandem/Selective Router in Verizon's network--that is, at a point between
1512 Verizon's end offices and the PSAPs. Accordingly, the Commission should
1513 exclude from the agreement Intrado's proposed sentence describing Verizon's
1514 911/E911 facilities.

1515

1516 Alternatively, the Commission should adopt the following sentence in place of
1517 Intrado's proposed sentence:

1518 For areas where Verizon is the 911/E-911 Service Provider, Verizon
1519 provides and maintains (a) Verizon 911 Tandem/Selective Router(s) for
1520 routing 911/E-911 Calls from Verizon End Offices to PSAP(s) and (b), if
1521 Verizon manages the ALI Database, the ALI Database.

1522

1523 Verizon's proposed language for section 1.1.1 of the 911 Attachment accurately

1524 describes Verizon's network arrangements and capabilities and should be
1525 adopted.

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**ISSUE 7 SHOULD THE AGREEMENT INCLUDE INTRADO'S PROPOSED
PROVISION REQUIRING THE PARTIES TO WORK COOPERATIVELY
TO MAINTAIN ALI STEERING TABLES?**

1534 **Q. INTRADO ARGUES THAT THE INTERCONNECTION AGREEMENT SHOULD**
1535 **REQUIRE THE PARTIES TO WORK COOPERATIVELY TO MAINTAIN ALI**
1536 **STEERING TABLES (HICKS DT AT 41; SPENCE-LENSS DT AT 21-23). WHY**
1537 **SHOULD THE COMMISSION REJECT INTRADO'S PROPOSAL?**

1538 A. Intrado acknowledges that the automatic location information ("ALI") function is
1539 an information service. (See Spence-Lenss DT at 22.) Because the FCC has
1540 determined that the provision of caller location information to a PSAP is an
1541 information service, not a telecommunications service, such services fall outside
1542 the scope of interconnection agreements under the Act, as Verizon will explain in
1543 its legal briefs.

1544 **Q. IS VERIZON OPPOSED TO ADDRESSING ALI ARRANGEMENTS IN NON-**
1545 **SECTION-251/252 AGREEMENTS?**

1546 A. No.

1547
1548

1549 **Q. DOES VERIZON HAVE COMMERCIAL AGREEMENTS ADDRESSING ALI**
1550 **ARRANGEMENTS?**

1551 A. Yes, Verizon has commercial agreements that address the creation of steering
1552 tables. However, there is no language in these agreements requiring Verizon to
1553 “maintain” another E911 Service Provider’s steering tables, as Intrado
1554 unreasonably proposes.

1555

1556 **Q. DOES VERIZON HAVE A COMMERCIAL AGREEMENT WITH INTRADO**
1557 **THAT ADDRESSES ALI ARRANGEMENTS?**

1558 A. Yes.

1559

1560 **Q. DOES THAT AGREEMENT ADDRESS THE ISSUE THAT INTRADO HAS**
1561 **RAISED IN THIS ARBITRATION?**

1562 A. To Verizon’s knowledge, its commercial agreement with Intrado provides Intrado
1563 with everything it needs to conduct its business with respect to ALI database
1564 arrangements between the Parties. If Intrado believes that the existing
1565 commercial agreement needs to be modified, that issue is properly addressed
1566 outside the context of the section 251/252 interconnection agreement that will
1567 result from this arbitration.

1568 **Q. HAS ANY OTHER COMMISSION ADDRESSED THIS ISSUE?**

1569 A. Yes. The West Virginia Commission rejected Intrado’s proposed language,
1570 correctly finding that: “If Intrado is managing the ALI database, Verizon should
1571 not be compelled to perform functions which are Intrado’s obligation. The
1572 Interconnection Agreement already provides that Verizon and Intrado will
1573 establish mutually acceptable arrangements and procedures to include Verizon’s

1574 end user data in the ALI database, and that language should be more than
1575 sufficient.”¹⁷

1576
1577

1578 **Q. HOW SHOULD THE COMMISSION DECIDE ISSUE 7?**

1579 A. The Commission should reject Intrado’s proposed language in section 1.2.1 of
1580 the 911 Attachment related to ALI databases, just as the *WV Award* did. The
1581 Parties can negotiate separate commercial terms, if necessary, addressing any
1582 additional, legitimate needs Intrado may have in relation to ALI database
1583 arrangements.

1584

1585 **ISSUE 8 SHOULD INTRADO’S DEFINITION OF ANI BE INCLUDED IN THE**
1586 **INTERCONNECTION AGREEMENT?**

1587

1588 **ISSUE 9 SHOULD THE DEFINITION OF “911/E-911 SERVICE PROVIDER”:**

1589

1590 **(A) INCLUDE A REFERENCE TO VERIZON’S END USER?**

1591

1592 **(B) INDICATE THAT THE POI IS ON VERIZON’S NETWORK WHEN**
1593 **INTRADO IS THE DESIGNATED 911/E-911 SERVICE PROVIDER?**

1594

1595 **ISSUE 10 SHOULD THE DEFINITION OF “POI” INDICATE THAT:**

1596

1597 **(A) THE POI IS ON VERIZON’S NETWORK? OR**

1598

1599 **(B) THE POI IS ON VERIZON’S NETWORK WHEN VERIZON IS THE**
1600 **911/E-911 SERVICE PROVIDER AND ON INTRADO’S NETWORK**
1601 **WHEN INTRADO IS THE 911/E-911 SERVICE PROVIDER?**

1602

1603 **ISSUE 11 SHOULD THE DEFINITION OF “911 TANDEM/SELECTIVE ROUTER”:**

1604

1605 **(A) INCLUDE INTRADO’S LANGUAGE INDICATING THAT A 911**

¹⁷ *WV Award* at 21.

1606 **TANDEM/SELECTIVE ROUTER IS “USED FOR ROUTING AND**
1607 **TERMINATING ORIGINATING END USER 911/E-911 CALLS TO A**
1608 **PSAP AND/OR TRANSFER OF 911/E-911 CALLS BETWEEN PSAPS”?**
1609

1610 **(B) INCLUDE VERIZON’S LANGUAGE SPECIFYING THE FUNCTION**
1611 **OF A 911 TANDEM/SELECTIVE ROUTER IN VERIZON’S NETWORK?**
1612

1613 **ISSUE 12 SHOULD THE DEFINITION OF “VERIZON 911 TANDEM/SELECTIVE**
1614 **ROUTER” BE INCLUDED IN THE AGREEMENT?**

1615
1616 **ISSUE 13 SHOULD THE DEFINITION OF “VERIZON 911 TANDEM/SELECTIVE**
1617 **ROUTER INTERCONNECTION WIRE CENTER” BE INCLUDED IN THE**
1618 **AGREEMENT?**

1619

1620

1621 **Q. DOES THE PARTIES’ DISPUTE ABOUT DEFINITIONS IN THE GLOSSARY**
1622 **RELATE TO OTHER ISSUES IN THIS CASE?**

1623 A. Yes. Each of the glossary definitions identified relates to Issues 1 and 2. The
1624 parties’ disputes about the Glossary terms, like many others in this arbitration,
1625 relate to the parties’ fundamental dispute about network architecture—
1626 specifically, Intrado’s unlawful proposal for Verizon to interconnect with Intrado at
1627 multiple, unspecified points on Intrado’s network by means of direct trunks
1628 supplied by Verizon and that would bypass Verizon’s selective routers. As a
1629 general matter, Intrado’s definitions incorrectly assume implementation of
1630 Intrado’s proposed, unlawful and unprecedented network architecture, so they
1631 must be rejected.

1632 **Q. WHAT IS THE SPECIFIC DISPUTE BETWEEN INTRADO AND VERIZON**
1633 **WITH RESPECT TO THE DEFINITION OF AUTOMATIC NUMBER**
1634 **IDENTIFICATION (“ANI”) IN § 2.6 OF THE GLOSSARY?**

1635 A. Intrado's proposed definition of ANI is related to Intrado-proposed language in
1636 the 911 Attachment that includes an express requirement that Verizon deliver
1637 911 calls to Intrado with ANI. Since the Commission should reject Intrado's
1638 proposed language for the 911 Attachment for the reasons set out under Issues
1639 1 and 2, above, there will be no need for a definition of ANI. Moreover, there is
1640 no need to set out in the 911 Attachment language requiring Verizon to deliver
1641 911 calls to Intrado with ANI, because technical aspects of call transport such as
1642 this should be left to the evolving requirements of applicable law and industry
1643 practice.

1644
1645
1646 **Q. WHY SHOULD THE COMMISSION ADOPT VERIZON'S PROPOSED**
1647 **DEFINITION OF "911/E-911 SERVICE PROVIDER" (GLOSSARY § 2.63)?**

1648 A. The parties agree on most of the definition of "911/E-911 Service Provider."
1649 Intrado has refused to accept Verizon's language reflecting the legal requirement
1650 for POI(s) to be on Verizon's network. As we explained under Issue 1 and
1651 elsewhere, Intrado is not entitled to select POIs on its own network, so the
1652 Commission should approve Verizon's language.

1653
1654
1655 **Q. DO THE PARTIES HAVE THE SAME DISPUTE WITH RESPECT TO THE**
1656 **DEFINITION OF "POI (POINT OF INTERCONNECTION)" IN § 2.67 OF THE**
1657 **GLOSSARY?**

1658 A. Yes. There, too, Verizon's proposed definition of "POI (Point of Interconnection)"

1659 reflects the legal requirement that the POI must be within Verizon's network.
1660 Intrado has unreasonably refused to accept this language, because it maintains
1661 the erroneous position that it may designate POIs on its own network.

1662

1663 **Q. INTRADO PROPOSES A SINGLE GENERIC DEFINITION OF "911**
1664 **TANDEM/SELECTIVE ROUTER." WHY IS INTRADO'S APPROACH**
1665 **UNACCEPTABLE? (GLOSSARY § 2.64.)**

1666 A. Intrado's proposed, generic definition of "911 Tandem/Selective Router" does not
1667 fully reflect the location and operation of this facility in Verizon's existing retail
1668 network. Intrado proposes the following definition of "911 Tandem/Selective
1669 Router:"

1670 Switching or routing equipment that is used for routing and
1671 terminating originating end user 911/E-911 Calls to a PSAP and/or
1672 transfer of 911/E911 Calls between PSAPs.
1673

1674 Verizon agrees that a 911 Tandem/Selective Router is switching or routing
1675 equipment that is used for routing end user 911/E-911 calls to a PSAP. Verizon
1676 also agrees that in some instances such equipment may be used to transfer
1677 911/E-911calls between PSAPs. However, a 911 Tandem/Selective Router is
1678 not always used for this call transfer purpose—whether or not it will be is
1679 determined by the PSAPs. Intrado's joinder of the two possible uses of 911
1680 Tandem/Selective Router (that is, routing end user calls and transferring calls
1681 between PSAPs) into a single sentence with the conjunction "and" inaccurately
1682 suggests that a 911 Tandem/Selective Router *a/ways* performs the call transfer

1683 function. By using "and/or," Intrado's language could be interpreted to mean that
1684 equipment could be deemed to be a 911 Tandem/Selective Router even if it
1685 performed only the PSAP-to-PSAP call transfer function. In Verizon's network, a
1686 911 Tandem/Selective Router would not perform only this function. It either
1687 performs only the first function (routing end user calls to PSAPs), or both the first
1688 and second functions, but not just the second alone. Therefore, Intrado's
1689 language must be rejected as inaccurate.

1690

1691 **Q. ARE THERE OTHER REASONS WHY INTRADO'S PROPOSED DEFINITION**
1692 **OF "911 TANDEM/SELECTIVE ROUTER" IS INAPPROPRIATE (GLOSSARY**
1693 **§ 2.64)?**

1694 A. Yes. Intrado's definition fails to properly describe the location and function of a
1695 911 Tandem/Selective Router in Verizon's network, which is located at a point
1696 between Verizon end offices and the PSAPs and which functions to route traffic
1697 from Verizon end offices to PSAPs. The first part of Intrado's definition --
1698 "Switching or routing equipment that is used for routing and terminating
1699 originating end user 911/E-911 Calls to a PSAP" -- could also include a Verizon
1700 end office switch, since a Verizon end office switch routes end user 911/E-911
1701 calls to a PSAP. However, a Verizon end office switch is not a 911
1702 Tandem/Selective Router, so Intrado's definition is inaccurate.

1703

1704 Verizon correctly defines "911 Tandem/Selective Router" in a way that is
1705 appropriate for this equipment in either Party's network as follows: "Switching or

1706 routing equipment that is used for routing 911/E-911 Calls.” This definition is
1707 broad enough to cover both 911/E-911 calls routing to a PSAP and 911/E-911
1708 call transfer between PSAPs.

1709
1710 Verizon’s language also properly specifies the location (*i.e.*, between Verizon end
1711 offices and the PSAPs) and function (*i.e.*, to receive 911 calls from Verizon end
1712 offices and route them to PSAPs) of a “911 Tandem/Selective Router” in
1713 Verizon’s network as follows:

1714 In Verizon’s network, a 911 Tandem/Selective Router receives
1715 911/E-911 Calls from Verizon’s End Offices and routes these
1716 911/E-911 Calls to a PSAP.
1717

1718
1719 Because these provisions more accurately describe the function and location of
1720 the equipment at issue, the Commission should adopt them instead of Intrado’s
1721 factually inaccurate definitions.

1722
1723 **Q. WHY SHOULD THE COMMISSION ADOPT VERIZON’S PROPOSED**
1724 **DEFINITION OF “VERIZON 911 TANDEM/SELECTIVE ROUTER”**
1725 **(GLOSSARY § 2.94)?**

1726
1727 A. The Commission should adopt Verizon’s proposed definition of “Verizon 911
1728 Tandem/Selective Router” for the same reasons that it should adopt Verizon’s
1729 proposed definition of “911 Tandem/Selective Router.” Verizon’s proposed
1730 definition of “Verizon 911 Tandem/Selective Router” in Glossary § 2.94
1731 accurately describes the location and function of this equipment in Verizon’s
1732 network: “A 911 Tandem/Selective Router in Verizon’s network which receives

1733 911/E-911 Calls from Verizon End Offices and routes these 911/E-911 Calls to a
1734 PSAP.”

1735
1736 **Q. WHY SHOULD THE COMMISSION ADOPT VERIZON’S PROPOSED**
1737 **DEFINITION OF “VERIZON 911 TANDEM/SELECTIVE ROUTER**
1738 **INTERCONNECTION WIRE CENTER” (GLOSSARY § 2.95)?**

1739 A. Verizon’s proposed definition for “Verizon 911 Tandem/Selective Router
1740 Interconnection Wire Center” (Glossary § 2.95) correctly describes a Verizon 911
1741 Tandem/Selective Router Interconnection Wire Center as “[a] building or portion
1742 thereof which serves as the premises for a Verizon 911 Tandem/Selective
1743 Router.” Contrary to Intrado’s argument (Joint Issues Matrix, Intrado Position on
1744 Issue 15), this definition is different from the generic definition of “Interconnection
1745 Wire Center” (Glossary § 2.47) and is necessary to describe the location and
1746 function of 911 Tandem/Selective router in Verizon’s network. Including
1747 Verizon’s proposed definition of “Verizon 911 Tandem/Selective Router
1748 Interconnection Wire Center” is also appropriate because one of the POIs on
1749 Verizon’s network is specifically stated in the 911 Attachment to be a “Verizon
1750 911 Tandem/Selective Router Interconnection Wire Center.” Intrado has no
1751 legitimate reason to reject Verizon’s language. Intrado’s opposition to that
1752 language is again based on Intrado’s unsupported proposal to prevent Verizon
1753 from using its selective routers to direct calls to Intrado-served PSAPs.

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1755

1756 **ISSUE 14** **A) SHOULD THE AGREEMENT INCLUDE LANGUAGE RESERVING**
1757 **THE PARTIES' RIGHTS TO DELIVER TRAFFIC DIRECTLY TO A PSAP**
1758 **SERVED BY THE OTHER PARTY?**

1759
1760 **B) IF YES, SHOULD THE LANGUAGE BE EXACTLY RECIPROCAL?**

1761
1762 **Q. WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO THIS ISSUE?**

1763 A. Verizon's proposed Section 2.5 provides that nothing in the agreement will limit
1764 Verizon's ability to deliver calls directly to a PSAP served by Intrado. Intrado
1765 proposes to make this section reciprocal and to qualify it by limiting the
1766 reservation of rights to situations where the PSAP has agreed to the direct
1767 interconnection. (Hicks DT at 47.) To make Section 2.5 reciprocal, Verizon
1768 proposes a revised Section 2.5 and a new section 2.6 as follows:

1769 2.5 Nothing in this Agreement shall be deemed to prevent Verizon
1770 from delivering, by means of facilities provided by a person
1771 other than Intrado, 911/E-911 Calls directly to a PSAP for
1772 which Intrado is the 911/E-911 Service Provider.

1773
1774 2.6 Nothing in this Agreement shall be deemed to prevent Intrado
1775 from delivering, by means of facilities provided by a person
1776 other than Verizon, 911/E-911 Calls directly to a PSAP for
1777 which Verizon is the 911/E-911 Service Provider.

1778
1779
1780 However, Verizon does not agree that these sections should be qualified by
1781 language that interconnection must be authorized by the PSAP. Whether a party
1782 has a right to deliver calls to a PSAP is a matter between that party and the
1783 PSAP and is outside of the scope of the parties' agreement. Because Intrado's
1784 language is an unwarranted intrusion upon Verizon's rights with respect to third

1785 parties, it should be rejected. The Commission should instead adopt Verizon's
1786 compromise language.

1787

1788

1789 **ISSUE 15** (A) SHOULD TARIFFED RATES AND CHARGES BE USED FOR
1790 SERVICES, FACILITIES AND ARRANGEMENTS PROVIDED UNDER
1791 THE AGREEMENT?

1792

1793 (B) SHOULD TARIFFED RATES AND CHARGES AUTOMATICALLY
1794 SUPERSEDE RATES AND CHARGES IN PRICING ATTACHMENT
1795 APPENDIX A?

1796

1797 **ISSUE 16** SHOULD ALL "APPLICABLE" TARIFF PROVISIONS BE
1798 INCORPORATED INTO THE AGREEMENT WITHOUT A SPECIFIC
1799 REFERENCE TO THE TARIFF IN THE AGREEMENT?

1800

1801 **ISSUE 17** SHOULD RATES LISTED AS "TBD" IN THE PRICING ATTACHMENT
1802 BE AUTOMATICALLY SUPERSEDED BY (A) APPLICABLE TARIFF
1803 CHARGES, AND (B) RATES REQUIRED, APPROVED OR OTHERWISE
1804 ALLOWED TO GO INTO EFFECT BY THE COMMISSION OR THE
1805 FCC?

1806

1807 **Q. ISSUES 15, 16 AND 16 DEAL WITH REFERENCES TO TARIFFS AND**
1808 **TARIFFED RATES IN THE INTERCONNECTION AGREEMENT. MS.**
1809 **SPENCE-LENSS ADDRESSES THESE ISSUES, BUT DOES NOT DISPUTE**
1810 **VERIZON'S PROPOSED RATES LISTED IN APPENDIX A TO THE DRAFT**
1811 **AGREEMENT. (SPENCE-LENSS DT AT 23-26.) IS THAT CORRECT?**

1812 **A.** Yes. Appendix A lists the Commission-sanctioned rates for elements that CLECs
1813 may take from Verizon, including unbundled network elements, and appropriate
1814 references to Verizon's tariff rates for such services as entrance facilities and
1815 transport for interconnection, and exchange access services. Intrado does not
1816 dispute these rates.

1817

1818 **Q. THEN WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO VERIZON'S**
1819 **CHARGES TO INTRADO?**

1820 A. Verizon's proposed 911 Attachment and the Pricing Attachment would apply
1821 applicable tariffed rates to services that Intrado may take, but for which prices are
1822 not stated in the agreement. In other words, tariffed rates would apply to tariffed
1823 services.

1824

1825 **Q. WHY DOES INTRADO OBJECT TO VERIZON'S TARIFF REFERENCES?**

1826 A. There appear to be two reasons. First, Ms. Spence-Lenss states: "Pricing for
1827 interconnection and network elements is to be developed pursuant to the pricing
1828 standards contained in Section 252(d) of the Act"—that is, the FCC's Total
1829 Element Long-Run Incremental Cost ("TELRIC") methodology. (Spence-Lenss
1830 DT at 23.) Intrado appears to be suggesting that everything Intrado may possibly
1831 order from Verizon must be priced at TELRIC simply because Intrado is what
1832 Intrado calls a "co-carrier" interconnecting with Verizon. (Spence-Lenss DT at
1833 23-24.) That is a plainly erroneous idea that, as Verizon will explain in its briefs,
1834 has no legal basis. Intrado is entitled to TELRIC pricing for the elements the
1835 FCC has identified for such pricing, and these elements, as well as appropriate
1836 references to Verizon's tariff rates, are already included in Appendix A to the
1837 Pricing Attachment. Intrado cannot circumvent Verizon's tariffs and obtain better
1838 pricing than any other carrier can for the same service simply by claiming that
1839 Intrado needs it for interconnection.

1840

1841 **Q. WHAT IS INTRADO'S SECOND REASON FOR OPPOSING VERIZON'S**
1842 **TARIFF REFERENCES?**

1843 A. Ms. Spence-Lenss argues that without pricing for every element that Intrado may
1844 someday take from Verizon, "Intrado Comm cannot effectively compete with
1845 Verizon because it will not know its operating costs." (Spence-Lenss DT at 24.)
1846 Ms. Spence-Lenss imagines a scenario in which Verizon knows Intrado is
1847 planning to enter a particular geographic area and Verizon suddenly changes its
1848 tariffed pricing. She concludes that such "volatile pricing" would make Intrado's
1849 chance of succeeding in the market "tenuous at best." (Id.)

1850

1851 This argument is unconvincing. Verizon's generic tariff references are a
1852 standard part of Verizon's Commission-approved interconnection agreements
1853 with CLECs. Verizon's approach is proven and workable and has not had any of
1854 the nefarious effects Ms. Spence-Lenss conjures. Contrary to Intrado's
1855 arguments, Verizon cannot immediately change its tariffed prices on a whim.
1856 Verizon's tariffed rates for the wholesale services that Intrado is likely to
1857 purchase from Verizon, such as entrance facilities and transport from Verizon's
1858 access tariffs and collocation from Verizon's collocation tariff, remain subject to
1859 Commission review and approval. Tariff changes must be submitted to the
1860 Commission. It is our understanding that the Commission can suspend and
1861 investigate any tariff rates, terms and conditions before allowing them to become
1862 effective. As a result, any tariff rates that are filed, including TELRIC pricing for

1863 services and facilities that Verizon is required to provide at TELRIC under the Act
1864 and the FCC's rules, may be subject to investigation before approval. In such
1865 cases, all interested parties have the opportunity to oppose Verizon's tariff
1866 changes.

1867
1868 Verizon offers a wide variety of tariffed services that Intrado might someday
1869 purchase, including transport services and facilities connecting Intrado's network
1870 to Verizon's network and collocation arrangements for interconnection to
1871 Verizon's network. Verizon cannot predict which of these tariffed services, if any,
1872 Intrado might wish to take in the future and Intrado probably cannot, either. It
1873 would be unreasonable, infeasible, and unnecessary to expect the
1874 interconnection agreement to list all of Verizon's tariffed rates for all of its
1875 services. In fact, Intrado witness Spence-Lenss admits that: "it is efficient to
1876 refer to the Parties' tariffs for specific services rather than repeat those terms and
1877 conditions in the interconnection agreement." (Spence-Lenss DT at 26.)
1878 Verizon's tariff references make clear that Intrado may purchase tariffed services
1879 and that it will receive the same, nondiscriminatory rates offered to all CLECs.

1880

1881 **Q. WOULD VERIZON AGREE TO LIST ITS AVAILABLE TARIFFS IN THE**
1882 **AGREEMENT?**

1883 A. Yes, if it will resolve the dispute, Verizon will list its existing tariffs in Glossary
1884 Section 2.82, which defines the term "Tariff." However, Verizon should not be
1885 required to list, each time the term "Tariff" is used in the agreement, all of the

1886 specific tariffs (or worse, specific tariff sections) that might or might not apply to
1887 the function discussed at that point in the contract. For instance, if the
1888 agreement states that Intrado must pay Verizon's tariffed rates for transport from
1889 Intrado's network to Verizon's network, Verizon cannot be expected to list all of
1890 the many tariff provisions under which Intrado might potentially purchase
1891 transport services. Again, Verizon cannot determine in advance which services
1892 Intrado might purchase or how Intrado might configure them; therefore, Verizon
1893 cannot determine the particular tariff provisions that might apply in these future
1894 situations.

1895
1896 **Q. WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO VERIZON'S**
1897 **PROPOSED REFERENCES TO "TBD" RATES?**

1898
1899 **A.** The dispute here is with respect to Verizon's use of tariff references in the
1900 Agreement. Verizon proposes language referring to "applicable tariff provisions"
1901 at various places in the draft agreement, including, but not limited to, in General
1902 Terms and Conditions §1.1, the Collocation Attachment, the 911 Attachment and
1903 the Pricing Attachment. Verizon also proposes language in Pricing Attachment
1904 section 1.5 that states that "TBD" (to-be-determined) rates will be replaced with
1905 applicable tariff rates, when they become effective, or rates required, approved or
1906 allowed to go into effect by the Commission or the FCC.

1907
1908 Intrado objects to these general references to applicable tariff provisions, as well
1909 as to Verizon's standard Pricing Attachment provisions stating that the rates for a

1910 party's services will be the rates set out in the party's applicable tariff and that, in
1911 the absence of an applicable tariff rate, the rates in Appendix A of the Pricing
1912 Attachment apply (Pricing Attachment Sections 1.3 and 1.4). Intrado also
1913 suggests that these provisions would allow tariffs to control over specifically
1914 stated rates in the interconnection agreement even if those tariffs are not
1915 explicitly referenced in the tariff. (Spence-Lenss DT at 25.)

1916
1917

1918 **Q. WHY IS IT APPROPRIATE FOR THE AGREEMENT TO REFERENCE**
1919 **APPLICABLE TARIFF RATES IN THE AGREEMENT?**

1920 A. Applying tariff rates for the services Verizon provides Intrado is appropriate
1921 because these rates are subject to Commission review in accordance with
1922 applicable legal standards. Using tariff rates helps ensure that Intrado receives
1923 the same, nondiscriminatory prices that other CLECs do (and that Intrado does
1924 not receive more favorable rates). Intrado's proposal to limit the tariffs that apply
1925 to those that are specifically cited in the Agreement or in Appendix A of the
1926 Pricing Attachment is infeasible because neither Verizon nor Intrado can identify
1927 the tariffs, tariff rates and sections that might apply to particular services that
1928 Intrado might possibly take at some point in the future. The Commission should,
1929 therefore, adopt Verizon's proposed references to "applicable tariffs."

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**ISSUE 18 SHOULD INTRADO'S PROPOSED RATES FOR INTERCONNECTION
BE INCLUDED IN THE AGREEMENT?**

1935 **Q. WHAT IS VERIZON'S POSITION ON THIS ISSUE?**

1936 A. This issue addresses the rates, if any, that Intrado should be allowed to charge
1937 Verizon. Intrado proposes rates that would apply to Verizon if Verizon is required
1938 to interconnect with Intrado at points on Intrado's network. The Commission
1939 should reject Intrado's unexplained and unsupported rates, which erroneously
1940 assume that Intrado can force Verizon to interconnect within Intrado's network.

1941

1942 **Q. WHAT CHARGES HAS INTRADO PROPOSED?**

1943 A. This is Intrado's entire pricing proposal:

1944 **A. INTERCONNECTION**

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring 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>

1945

1946 (Intrado's proposed App. A, Pricing Attachment.)

1947

1948 **Q. WHAT, EXACTLY, ARE THESE CHARGES FOR?**

1949 A. It is impossible to tell. Intrado's proposed language does not specify what
1950 services "per DS1" or "per DS0" it proposes to charge for, or what facility
1951 arrangements it might have in mind. In her direct testimony, Ms. Spence-Lens
1952 suggests that Intrado's proposed charges would be for "port terminations" to
1953 interconnect at Intrado's POIs on its network (Spence-Lens DT at 27), but that is

1954 not clear from the pricing proposal itself.

1955

1956 **Q. MS. SPENCE-LENSS ARGUES THAT IT IS FAIR FOR INTRADO TO ASSESS**
1957 **“PORT TERMINATION CHARGES” BECAUSE VERIZON IMPOSES TRUNK**
1958 **PORT OR TERMINATION CHARGES ON CARRIERS TERMINATING 911**
1959 **TRAFFIC ON ITS NETWORK. (SPENCE-LENSS DT AT 27.) WHAT’S**
1960 **WRONG WITH THIS ARGUMENT?**

1961 A. First, it incorrectly assumes that Intrado may designate POIs on its network at
1962 which Verizon will interconnect. Second, it is not clear just what Verizon rates
1963 Ms. Spence-Lenss is comparing Intrado’s rate to or, as noted above, what facility
1964 arrangement Intrado’s rates represent—so we can’t comment on the analogy
1965 between Verizon’s and Intrado’s proposed rates.

1966

1967 **Q. HAS INTRADO PROVIDED ANY COST SUPPORT FOR ITS PROPOSED**
1968 **RATES?**

1969 A. No. Intrado has offered no cost or other justification for the rate levels it
1970 proposes for the unspecified “interconnection” services in Appendix A. Even if
1971 Intrado had clearly described the services or functions to which its proposed
1972 rates are intended to apply (and it did not), the Commission would have to reject
1973 those rates because Intrado has provided absolutely no support for them.

1974

1975 **Q. WILL REJECTION OF INTRADO’S PROPOSAL FOR ISSUE 1, WITH**
1976 **RESPECT TO POI PLACEMENT, RESOLVE THIS ISSUE?**

1977 A. Yes. As the West Virginia Arbitrator correctly found, “[s]ince Intrado will be
1978 interconnecting at a POI on Verizon’s network, there should be no charge to
1979 Verizon from Intrado for interconnection. Accordingly, Intrado’s proposed
1980 Section 1.3.7 and 1.7.3 in the 911 Attachment and the Intrado rates at Part II of
1981 Appendix A to the Pricing Attached are all deleted from the Interconnection
1982 Agreement arising out of this arbitration award.”¹⁸ The Illinois Commission should
1983 reject Intrado’s proposed rates for the same reason. Because Verizon cannot be
1984 forced to interconnect on Intrado’s network, Intrado’s pricing proposals are moot.

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ISSUE 19 SHOULD THE AGREEMENT REQUIRE INTRADO TO CHARGE RATES THAT DO NOT EXCEED VERIZON’S RATES FOR THE SAME SERVICES, FACILITIES, AND ARRANGEMENTS?

1991 **Q. WHY DOES INTRADO OBJECT TO VERIZON’S PROPOSED LANGUAGE**
1992 **THAT WOULD REQUIRE INTRADO TO CHARGE VERIZON NO MORE THAN**
1993 **VERIZON CHARGES INTRADO FOR COMPARABLE SERVICES?**

1994 A. Ms. Spence-Lenss complains that Verizon’s proposal is “one-sided” and that it
1995 “could have the effect of forcing Intrado to lower its rates without competitive
1996 justification.” She claims that: “No competitive provider can conduct business
1997 where its business model is determined by the price setting whims of its
1998 competitor, particularly the incumbent.” (Spence-Lenss DT at 28.)

1999

¹⁸ *WV Award* at 28.

2000 **Q. ARE MS. SPENCE-LENSS' CONCERNS JUSTIFIED?**

2001 A. No. Rate parity proposals are quite common and have been implemented in a
2002 number of areas without the disastrous consequences Ms. Spence-Lenss
2003 predicts. As she mentions in passing (*id.*), CLECs must charge symmetrical
2004 reciprocal compensation rates with the ILEC, unless a CLEC can justify higher
2005 rates based on its costs. In addition, the FCC in 2001 adopted a rule capping
2006 CLEC interstate access rates at the rate of the competing ILEC and at least a
2007 dozen states, including Illinois, have implemented similar requirements
2008 benchmarking CLEC intrastate access charges to ILEC access charges. This
2009 Commission has ruled in other arbitrations that a CLEC may not charge an ILEC
2010 more for intrastate terminating switched access than the ILEC charges the
2011 CLEC. (See, e.g., *TDS Metrocom, Inc., Petition for Arbitration*, Docket No. 01-
2012 0338, Arbitration Decision, at 50 (Aug. 8, 2001) and *Arbitration Between AT&T*
2013 *Comm. of Illinois, Inc. and Ameritech*, Docket No. 03-0239, Arbitration Decision,
2014 at 150-51 (Aug. 26, 2003).) Verizon's proposal for the Pricing Attachment in this
2015 case takes the same approach, permitting Intrado to charge higher rates than the
2016 prevailing (*i.e.*, Verizon) rates for comparable services only when Intrado can
2017 demonstrate that its costs justify a higher rate.

2018

2019 **Q. BUT MS. SPENCE-LENSS CLAIMS THAT THE KIND OF RATE PARITY**
2020 **PROVISION VERIZON PROPOSES FOR THE INTERCONNECTION**
2021 **AGREEMENT HERE HAS BEEN REJECTED BY OTHER COMMISSIONS.**
2022 **(SPENCE-LENSS DT AT 29.)**

2023 A. Ms. Spence-Lenss asserts that several commissions have rejected Verizon's rate
2024 parity language in interconnection agreements. It is not clear which specific
2025 decisions Ms. Spence-Lenss may be referring to, because she doesn't provide
2026 citations to any decisions, but it's undeniably true that Verizon's language is
2027 already typically included in agreements throughout Verizon's territory. As the
2028 New York Commission stated in adopting a rate parity proposal like that Verizon
2029 has proposed here: "We find Verizon's proposal to be reasonable, as it is
2030 premised on the established practice we employ."¹⁹

2031

2032 **Q. WHY DOES MS. SPENCE-LENSS CLAIM THAT VERIZON'S PROPOSAL IS**
2033 **ONE-SIDED?**

2034 A. It is hard to tell, but one might assume it's because Verizon's proposal would
2035 require Intrado to benchmark to Verizon's rates, rather than Verizon
2036 benchmarking to Intrado's rates. But the latter approach would make no sense,
2037 and we're not aware of any rule anywhere requiring ILECs to benchmark to
2038 CLEC rates. Rate parity requirements are based on the ILEC's rates because
2039 they have typically been subject to much greater regulatory scrutiny and
2040 economic discipline than CLEC rates.

2041

2042 **Q. WOULD VERIZON'S PROPOSAL PERMIT INTRADO TO CHARGE HIGHER**

¹⁹ *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.)*

2043 **RATES THAN VERIZON IF THEY WERE JUSTIFIED?**

2044 A. Yes. As we mentioned above, Intrado could charge rates above those Verizon
2045 charges for comparable services if Intrado showed that its costs exceeded
2046 Verizon's charges for the service.

2047
2048 **ISSUE 20 SHOULD THE WAIVER OF CHARGES FOR 911 CALL TRANSPORT, 911 CALL TRANSPORT FACILITIES, ALI DATABASE, AND MSAG, BE**
2049 **LIMITED BY OTHER PROVISIONS OF THE AGREEMENT (SUCH AS**
2050 **APPENDIX A TO THE PRICING ATTACHMENT), AS INTRADO**
2051 **PROPOSES?**
2052

2053
2054 **Q. WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO THIS ISSUE?**

2055 A. As Ms. Spence-Lenss correctly observes, the parties have agreed not to charge
2056 each other intercarrier compensation for 911/E911 calls. (Spence-Lenss DT at
2057 30.) In §§ 1.7.2 and 1.7.3, however, Intrado has proposed language that would
2058 create a loophole that might permit such charges. Specifically, Intrado proposes
2059 to add the phrase, "Except as otherwise set forth in this Agreement or in
2060 Appendix A to the Pricing Attachment" to the agreed-upon language in § 1.7.2.
2061 The Commission should reject this unnecessary and inappropriate qualification,
2062 which has no legitimate basis. Aside from undercutting the parties' agreement
2063 not to bill for transport of 911/E-911 calls, Intrado's proposed language
2064 contemplates that Intrado might bill Verizon for interconnection or facilities for
2065 transport of 911/E-911 calls to Intrado's network, which, as discussed in Issue 1,
2066 incorrectly assumes that Intrado may designate POIs on Intrado's network.
2067 Moreover, if Intrado's objective is to allow it to bill charges in connection with the

2068 ALI database or the MSAG, Intrado should recover these costs from the
2069 applicable government agency as part of the 911 services Intrado provides for
2070 the PSAP.

2071
2072 Intrado also proposes language in § 1.7.3 that would require Verizon to pay
2073 Intrado to interconnect at POIs on Intrado's network. That is inappropriate for the
2074 reasons discussed above.

2075
2076 For all of these reasons, the Commission should reject Intrado's proposed
2077 qualifying language in sections 1.7.2 and 1.7.3 and Intrado's proposed language
2078 in 1.7.3 of the 911 Attachment regarding payment of charges for interconnection
2079 to POIs on Intrado's network.

2080
2081
2082 **ISSUE 21 SHOULD THE PARTIES' RESERVATION OF RIGHTS TO BILL**
2083 **CHARGES TO 911 CONTROLLING AUTHORITIES AND PSAPS BE**
2084 **LIMITED AS PROPOSED BY INTRADO "TO THE EXTENT**
2085 **PERMISSIBLE UNDER THE PARTIES' TARIFFS AND APPLICABLE**
2086 **LAW"?**
2087

2088 **Q. WHAT IS THIS ISSUE ABOUT?**

2089 A. The agreed-upon language for sections 2.3 and 2.4 of the 911 Attachment
2090 specifies that nothing in the Agreement shall prevent Verizon or Intrado from
2091 billing PSAPs for specified services, facilities and arrangements. Intrado seeks
2092 to qualify this language with the phrase "[t]o the extent permitted under the
2093 Parties' Tariffs and Applicable Law."

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Q. WHAT IS WRONG WITH INTRADO'S PROPOSAL?

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

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

2117 **Q. HAS INTRADO TRIED TO ADVANCE THIS OBJECTIVE IN OTHER FORUMS?**

2118 A. Yes. In Florida, Intrado attempted to obtain a declaratory ruling stopping other
2119 carriers from charging PSAPs for anything when Intrado was the primary 911
2120 provider to the PSAP. In that case, there was no dispute about the obvious fact
2121 that the law does not permit carriers to charge for services they don't provide;
2122 instead, Intrado's objective to deny other carriers compensation for services
2123 provided to Intrado-served PSAPs was clear to the intervenors and the
2124 Commission. As the Florida Commission stated in denying Intrado's request:

2125 Intrado either assumes that once it becomes the primary
2126 E911 provider to a PSAP, all ILEC 911 services to that
2127 PSAP will necessarily cease or it fails to consider the
2128 possibility that the ILECs may have to continue to provide
2129 certain ancillary 911 services to Intrado or to the PSAP in
2130 order for Intrado's primary E911 service to properly function,
2131 for which the ILECs are entitled to compensation pursuant to
2132 their tariffs. AT&T provided four examples of when it would
2133 arguably have to continue to provide compensable 911
2134 service to PSAPs when Intrado is the primary E911 provider.
2135 Intrado's Response to AT&T's Motion to Dismiss and
2136 Response is silent with regard to that assertion.²⁰
2137

2138 The Florida Commission refused to accept Intrado's view that once a PSAP
2139 designates Intrado as its 911 provider, there is no reason for an ILEC to continue
2140 charging the PSAP for services the ILEC continues to provide. This Commission
2141 should also reject Intrado's attempt to advance that view in the contract here.

²⁰*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).*

2142

2143 **Q. DOES THE FLORIDA PROCEEDING CONFIRM THAT CARRIERS**
2144 **OTHER THAN VERIZON WILL BE AFFECTED BY INTRADO'S**
2145 **PROPOSALS?**

2146 A. Yes. In Florida, AT&T is the state's largest carrier, and stood in the same basic
2147 position as Verizon does here. However, several other carriers intervened,
2148 including not only Verizon but also Embarq and Windstream. Unlike the Florida
2149 proceeding, however, this proceeding is not a declaratory judgment action but
2150 instead a two-party arbitration between Verizon and Intrado under the Act.
2151 Smaller carriers likely do not even know their interests are at stake in this fast-
2152 track proceeding. Yet Intrado is trying to shift costs to them here.

2153 **Q. MS. SPENCE-LENSS ARGUES THAT WITHOUT INTRADO'S PROPOSED**
2154 **QUALIFICATION, "VERIZON WOULD HAVE FREE REIN TO BILL ILLINOIS**
2155 **PUBLIC SAFETY AGENCIES" FOR SERVICES VERIZON NO LONGER**
2156 **PROVIDES TO THEM. (SPENCE-LENSS DT AT 30.) IS THAT TRUE?**

2157 A. No. Obviously, no company has free rein to bill an entity for services it does not
2158 provide, and nothing in the undisputed portion of the language for section 2.3 and
2159 2.4 in any way states or implies that Verizon would be able to do so. These
2160 provisions are reservations of rights as between Verizon and Intrado; they do not
2161 and cannot affect any rights with respect to third parties, including PSAPs. If a
2162 PSAP believes that Verizon is charging it for tariffed services that Verizon is not
2163 providing, that is a matter between the PSAP and Verizon—not for an

2164 interconnection agreement between Verizon and Intrado. The Commission
2165 should reject Intrado's attempt to intrude upon Verizon's relationships with third
2166 parties.

2167

2168 **Q. BUT IF INTRADO'S LANGUAGE JUST CONFIRMS THE OBVIOUS**
2169 **PRINCIPLE THAT A COMPANY CAN'T CHARGE A THIRD PARTY FOR**
2170 **SERVICES THE PARTY ISN'T PROVIDING, WHAT'S THE HARM IN ADDING**
2171 **IT?**

2172 A. The qualification Intrado proposes is not a benign addition. It appears to be
2173 designed to prevent Verizon from charging an Intrado-served PSAP for
2174 anything—even services Verizon continues to provide.

2175

2176 **Q. HOW DO YOU RESPOND TO INTRADO'S CLAIM THAT IT WOULD BE**
2177 **INAPPROPRIATE FOR VERIZON TO CONTINUE TO BILL A PUBLIC SAFETY**
2178 **ENTITY THAT "PRESUBSCRIBES" TO INTRADO COMM FOR ITS 911/E-911**
2179 **SERVICES FOR ANY SELECTIVE ROUTING OR TRANSPORT SERVICES?**
2180 **(SPENCE-LENSS DT AT 11.)**

2181 A. The foundation of Intrado's positions in this arbitration, as Ms. Spence-Lenss has
2182 openly admitted, is that other carriers and their end users who call 911 should
2183 bear the cost of Intrado's proposed 911 system. By qualifying the statement of
2184 Verizon's right to charge for specified services provided to PSAPs with a
2185 reference to Intrado's own tariffs, Intrado will have the unfettered opportunity to
2186 insert language in its tariff reflecting its view that Verizon cannot charge PSAPs

2187 anything when Intrado is serving the PSAP. As discussed above, Intrado
2188 attempted to advance this same objective in Florida and its attempt was rejected.

2189 In addition, the *West Virginia Intrado/Verizon Order* determined that:

2190 it is inappropriate to attempt to assert or negotiate in this
2191 proceeding the right of entities not parties to the Agreement. If
2192 applicable law or Commission-approved tariffs authorize a party to
2193 impose charges on PSAPs or 911 controlling authorities, that need
2194 not be stated in this Interconnection agreement, which is, after all,
2195 only between Verizon and Intrado. Accordingly, Intrado's
2196 qualification to Sections 2.3 and 2.4 of the 911 Attachment is
2197 rejected.²¹

2198
2199 For the same reasons the Florida and West Virginia Commission's rejected
2200 Intrado's attempt to prohibit other carriers from charging PSAPs for services they
2201 will continue to provide even when Intrado is the PSAPs 911 network provider,
2202 the Illinois Commission should do the same.

2203
2204 **ISSUE 22 SHOULD INTRADO HAVE THE RIGHT TO HAVE THE AGREEMENT**
2205 **AMENDED TO INCORPORATE PROVISIONS PERMITTING IT TO**
2206 **EXCHANGE TRAFFIC OTHER THAN 911/E-911 CALLS?**
2207

2208 **Q. IF INTRADO DECIDES TO OFFER "ADDITIONAL" LOCAL EXCHANGE**
2209 **SERVICES IN THE FUTURE, IT WANTS TO AMEND THE AGREEMENT TO**
2210 **DO SO, RATHER THAN NEGOTIATE A NEW AGREEMENT. MS. SPENCE-**
2211 **LENSS STATES THAT VERIZON WOULD HAVE "INPUT" INTO ANY SUCH**
2212 **AMENDMENT AND THAT EITHER PARTY COULD AVAIL ITSELF OF THE**
2213 **CONTRACT'S DISPUTE RESOLUTION MECHANISM IF THEY CANNOT**

²¹ *WV Award* at 28.

2214 **AGREE ON AN AMENDMENT. (SPENCE-LENS DT AT 30-31.) DOES MS.**
2215 **SPENCE-LENS'S DISCUSSION ACCURATELY REFLECT INTRADO'S**
2216 **PROPOSED LANGUAGE?**

2217 A. No. Intrado's proposed language states:

2218 Notwithstanding the foregoing, the Parties agree that: (a) Intrado
2219 Comm may seek to offer telecommunications and local exchange
2220 services other than 911/E-911 Calls in the future; and (b) upon
2221 Intrado Comm's request, the Parties will amend this Agreement as
2222 necessary to provide for the interconnection of the Parties'
2223 networks pursuant to 47 U.S.C. § 251(c)(2) for the exchange of
2224 traffic other than 911/E-911 Calls.
2225

2226 This language provides Intrado the unilateral right to an amendment, outside of
2227 the contract's change of law provisions which would allow either Party to seek an
2228 amendment to the agreement under appropriate circumstances. The change of
2229 law provision in § 4.6 of the agreement, unlike Intrado's proposed language
2230 above, specifies how the Parties may resolve disputes and the circumstances
2231 under which amendment would be appropriate. Intrado's language is
2232 inappropriate, because the parties agreed to negotiate and arbitrate an
2233 agreement based largely on the fact that Intrado is seeking to provide only 911-
2234 related services to PSAPs. This is a unique interconnection agreement; the give-
2235 and-take in negotiations and the parties' compromises assumed a much
2236 narrower scope of services and operation than the usual CLEC agreement,
2237 under which the CLEC, unlike Intrado, will provide basic local exchange services
2238 to end users.

2239

2240 **Q. WOULD NEGOTIATING AN ENTIRELY NEW AGREEMENT ELIMINATE THE**
2241 **PAST 17 MONTHS OF PROGRESS THE PARTIES HAVE MADE, AS**
2242 **INTRADO WITNESS SPENCE-LENSS CONTENDS? (SPENCE-LENSS DT AT**
2243 **31.)**

2244 A. No, because the new agreement would focus on the new services that are not
2245 covered in the existing agreement. Moreover, there is no guarantee that it would
2246 take any less time for the parties to litigate provisions related to wholly new
2247 Intrado services and activities than it would for them to follow the Act's
2248 negotiation and arbitration framework for a new agreement, under which the
2249 parties will be able to engage in a fair and balanced trade-off in light of Intrado's
2250 changed business.

2251
2252 The Commission should find, as the West Virginia Arbitrator did, that Intrado's
2253 proposal is contrary to the Act's requirement to make available to requesting
2254 carriers agreements *in their entirety*, not pieces of agreements. (*WV Award* at
2255 26.)

2256
2257
2258 **ISSUE 23 SHOULD THE TERM "A CALLER" BE USED TO IDENTIFY WHAT**
2259 **ENTITY IS DIALING 911?**
2260

2261 **Q. DOES MR. HICKS' VERY BRIEF TESTIMONY WITH RESPECT TO ISSUE 47**
2262 **GIVE THE COMMISSION ANY REASON TO ACCEPT INTRADO'S POSITION?**
2263 **(HICKS DT AT 48.)**

2264 A. No. Mr. Hicks argues that Verizon's inclusion of the phrase "a caller" in the

2265 language at issue is unnecessary because “there is no reason for the provision to
2266 include what entity is dialing 911.” (Hicks DT at 47.) This explanation makes no
2267 sense. First, Intrado is seeking interconnection with Verizon so that Verizon
2268 customers calling 911 can reach PSAPs that are served by Intrado. No other
2269 “entities” would call 911. Verizon’s customers acquire access to the appropriate
2270 PSAP by dialing a 3-digit universal telephone number, “911.” In other words, for
2271 Verizon’s end user customers to summon emergency services, they must place a
2272 call to 911—that is, be “a caller.” Verizon’s proposed inclusion of the phrase “a
2273 caller” in § 1.1.1 of the 911 Attachment accurately describes the access that
2274 911/E911 arrangements provide to a caller, and there is no legitimate reason for
2275 Intrado to object to this simple clarification, as the West Virginia Arbitrator
2276 concluded. (*WV Award* at 26.)

2277

2278
2279

V. CONCLUSION

2280 **Q. DOES THAT CONCLUDE THE PANEL’S REBUTTAL TESTIMONY?**

2281 A. Yes.

2282
2283