

**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.	)	

**REPLY TESTIMONY ON BEHALF OF**  
**VERIZON NORTH, INC. AND VERIZON SOUTH, INC.**

**WITNESS PANEL:**  
**Peter J. D'Amico**  
**Deborah Prather**

**EXHIBIT 2.0**

**DATED: January 23, 2009**

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**I. INTRODUCTION**

**Q. PLEASE INTRODUCE THE PANEL.**

A. There are two members of this reply panel, Peter J. D'Amico and Deborah Prather. Mr. D'Amico co-sponsored the pre-filed Rebuttal Testimony ("RT") submitted on behalf of Verizon North Inc. and Verizon South Inc. (collectively "Verizon") in this proceeding on November 26, 2008. As stated in the panel's rebuttal testimony, Mr. D'Amico is a Product Manager in the Switched Access and Interconnection Product Management Group for Verizon. The second member of this panel is Deborah Prather. Ms. Prather is taking the place of Maureen Napolitano, the second panel member who co-sponsored the pre-filed rebuttal testimony submitted on November 26, 2008. In addition to this reply testimony, Ms. Prather has reviewed and adopts as her own Verizon's Rebuttal Testimony.

**Q. MS. PRATHER, PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND JOB TITLE.**

A. My name is Deborah Prather. I am a Technical Manager for 9-1-1 Service Management at Verizon Business, which manages Verizon's 9-1-1 services. My business address is 317 Susan Drive, Suite A, Normal IL 61761.

**Q. PLEASE STATE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.**

21 A. I have a B.A. in Psychology from Illinois State University. I have worked in the  
22 telecommunications industry since 1978 for GTE and later Verizon, and have  
23 worked directly with E911 Service implementation and support since 1993. From  
24 late 1996 to 1999, I was the 911 Program Director at the Illinois Commerce  
25 Commission. In my current position, I provide support for all 911 related services  
26 in the Verizon territory for the states of Indiana, Illinois, Wisconsin, Michigan,  
27 Ohio, and Texas. In addition, I chair the Illinois Telecommunications  
28 Association's 911 Committee, and am also a member of the Wisconsin State  
29 Telecommunications Homeland Security and 911 Committee. I have also  
30 coordinated E911 implementations and provided E911 support for the states of  
31 Minnesota, Missouri, Iowa, Nebraska, Oklahoma, Oregon, Idaho, Washington,  
32 and Hawaii while working for GTE and Verizon.

33

34

**II. PURPOSE OF TESTIMONY**

35 **Q. WHAT IS THE PURPOSE OF THE PANEL'S REPLY TESTIMONY?**

36 A. We reply to the Direct Testimony of Illinois Commerce Commission Staff  
37 witnesses Jeffrey Hoagg, Kathy Stewart, and Marci Schroll.

38

39

**III. GENERAL COMMENTS AND DISPUTED ISSUES**

40 **Q. DOES STAFF RECOGNIZE THAT THERE IS AN OPEN QUESTION OF**  
41 **WHETHER INTRADO IS ENTITLED TO INTERCONNECT WITH VERIZON**  
42 **UNDER SECTION 251(C) OF THE TELECOMMUNICATIONS ACT?**

43 A. Yes. Staff makes clear that its testimony “is contingent upon whether a legal  
44 finding is made that Intrado is entitled to Section 251/252 interconnection.”  
45 (Schroll Direct Testimony (“DT”) at 3). Staff takes no position on this question,  
46 concluding that it is “a legal issue properly addressed by the parties in briefs”—  
47 although Mr. Hoagg correctly observes that “federal rules do not directly  
48 contemplate interconnection for purposes of regulated 911 service competition.”  
49 (*Id.*)

50  
51 As we explained in our Rebuttal Testimony (“RT”) in response to Intrado’s  
52 testimony, Intrado is trying to force its 911 business plan into a federal statutory  
53 scheme where it doesn’t fit. (Verizon RT at 8-10.) Incumbent local exchange  
54 carriers are not required to provide interconnection to requesting carriers for any  
55 purpose, but only “for the transmission and routing of telephone exchange  
56 service and exchange access.”<sup>1</sup> (47 U.S.C. § 251(c)(2).) Intrado has not  
57 claimed that it will provide exchange access and it will not provide local exchange  
58 service, either. Intrado’s only customers will be PSAPs, which will not make any  
59 calls to Verizon’s customers or anyone else. Intrado will carry only other carriers’  
60 end users’ 911 calls one way, to the PSAPs Intrado serves.

61

62

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<sup>1</sup> 47 U.S.C. § 251(c)(2).

63 In fact, Intrado's tariff specifies that the PSAP must subscribe separately to  
64 "Local Exchange Service at the PSAP location for administrative purposes, for  
65 placing outgoing calls, and for receiving other calls" aside from 911 calls.<sup>2</sup>

66

67 As we pointed out in our Rebuttal Testimony, the threshold issue of Intrado's  
68 right to section 251(c) interconnection for the limited services it will provide is  
69 now before the FCC's Wireline Competition Bureau,<sup>3</sup> as well as a number of  
70 state commissions, including this one.<sup>4</sup> (RT at 8-9.) We noted that the Florida  
71 Public Service Commission already dismissed Intrado's arbitrations with Embarq  
72 and AT&T, because Intrado is not entitled to section 251(c) interconnection;<sup>5</sup> and

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<sup>2</sup> Intrado Ill. CC. Tariff No. 2, § 5.2.9(D).

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

<sup>4</sup> The issue has been briefed in AT&T's arbitration with Intrado (Docket No. 08-0545).

<sup>5</sup> *Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and Conditions for Interconnection and Related Arrangements with AT&T Florida, Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended*, Docket No. 070736-TP, Final Order, Order No. PSC-08-0798-FOF-TP (Dec. 3, 2008) ("*Fla. AT&T/Intrado Order*") (attached as Ex. 1); *Petition by Intrado Comm., Inc. for Arbitration of Certain Rates,*

73 the Ohio Commission, likewise, found that Intrado is not entitled to section 251(c)  
74 interconnection for delivery of 911 traffic, but that the terms of such  
75 interconnection are commercial terms under section 251(a).<sup>6</sup>

76

77 **Q. IF THE COMMISSION DETERMINES THAT INTRADO MAY PETITION FOR**  
78 **SECTION 251(C) INTERCONNECTION, DOES STAFF AGREE THAT THE**  
79 **COMMISSION MUST APPLY THE SECTION 251(C) RULES AND**  
80 **REGULATIONS IN THIS ARBITRATION?**

81 A. Yes. Mr. Hoagg agrees with Verizon that the Commission must reject the  
82 fundamental premise of Intrado's entire case—that is, that the Commission  
83 should deviate from “traditional interconnection arrangements used for plain old

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*Terms, and Conditions for Interconnection and Related Arrangements with Embarq Florida, Inc., Pursuant to Section 252(b) of the Comm. Act, as Amended, Docket No. 070699-TP, Final Order, Order No. PSC-08-0799-FOF-TP (Dec. 3, 2008) (“Fla. Embarq/Intrado Order”)* (attached as Ex. 2). (The Florida Staff recommendations and vote sheets were attached to Verizon's Rebuttal Testimony.)

<sup>6</sup> See generally, *Petition of Intrado Comm., Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related arrangements with Embarq*, Arbitration Award, Case No. 07-1216-TP-ARB, Arbitration Award (“*Ohio Intrado/Embarq Order*”), at 33 (Sept. 24, 2008) (attached to RT) and Entry on Rehearing (Dec. 10, 2008) (attached as Ex. 3); *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 Intrado/CBT Order*”) (Oct. 8, 2008) (attached to RT) and Entry on Rehearing (Jan. 14, 2009) (attached as Ex. 4.). The Ohio Commission decided particular arbitration issues under section 251(a) in Intrado's arbitrations with Embarq and Cincinnati Bell, but neither Verizon nor Intrado seek arbitration under section 251(a) in this case, and Verizon is not required and does not agree to arbitrate commercial agreement terms in this arbitration.

84 telephone service” and instead fashion interconnection arrangements especially  
85 for 911 traffic. (Hoagg DT at 4.) Mr. Hoagg correctly concludes that the  
86 Commission “can and should (and arguably must from a legal standpoint) adhere  
87 to and apply existing Section 251 rules and regulations to this arbitration.”  
88 (Hoagg DT at 4 (emphasis in original).)

89  
90 As Verizon will emphasize in its legal briefs, there can be no argument about  
91 whether the Commission must apply the requirements of section 251 here.  
92 Intrado has requested section 251(c) interconnection, so it is self-evident that the  
93 Commission must apply section 251(c) and the FCC’s associated rules. As the  
94 West Virginia Commission correctly concluded, “Section 251 makes no  
95 distinction between interconnection for POTS and interconnection for more  
96 specialized services. The same requirements and rules apply to all types of  
97 interconnection.”<sup>7</sup>

98  
99 **Q. DOES VERIZON AGREE WITH THE SECTION 251 PRINCIPLES MR. HOAGG**  
100 **CITES?**

101 A. Yes. Mr. Hoagg correctly observes that “well established Section 251 principles”  
102 include:

---

<sup>7</sup> *Intrado Comm., Inc. and Verizon West Va. Inc. Petition for Arbitration, Arbitration Award*, at 13 (Nov. 14, 2008) (attached to Verizon’s RT), affirmed by the Commission in its December 16, 2008 Order (attached as Ex. 5).

103 [T]he requesting carrier is entitled to designate its point of  
104 interconnection (hereafter, "POI") (and if it so chooses, it may  
105 designate a single POI per LATA); any POI designated must be  
106 within the ILEC's network (unless the ILEC agrees otherwise); each  
107 party is responsible for costs of bringing its traffic to the POI; and  
108 neither party can dictate the manner in which the other party carries  
109 such traffic to the POI.<sup>8</sup>

110

111 **Q. DOES STAFF CONCLUDE THAT INTRADO'S PROPOSED NETWORK**  
112 **ARCHITECTURE ARRANGEMENTS ARE INCONSISTENT WITH SECTION**  
113 **251?**

114 A. Yes. As we explained in our Rebuttal Testimony, Intrado's interconnection  
115 proposal assumes that Verizon can be forced to interconnect with Intrado on  
116 Intrado's network, at as many POIs as Intrado wishes, wherever Intrado wishes,  
117 and that Intrado may dictate how Verizon gets its end users' 911 traffic to those  
118 Intrado-designated POIs. Staff, like Verizon, correctly concludes that "Intrado's  
119 proposal is directly inconsistent with applicable Section 251 statutes, rules and  
120 regulations governing this interconnection proceeding. Section 251(c) and  
121 applicable rules require that any POI be on the ILEC's network, and there is no  
122 exemption for this rule for 911 traffic. " (Hoagg DT at 9.) Mr. Hoagg emphasizes  
123 that the principle that Intrado must interconnect on Verizon's network "is well  
124 established, and it is clearly set forth in both the 1996 Telecommunications Act,  
125 and applicable rules and regulations promulgated pursuant to that Act." (*Id.*) He,

---

<sup>8</sup> Hoagg DT at 5.

126 therefore, advises the Commission that the parties' interconnection agreement  
127 must reflect this principle. (*Id.*)

128  
129 As we explained in our Rebuttal Testimony, the issue of where the POI(s) must  
130 be is driving this entire arbitration. Once the Commission decides that the POI  
131 must be on Verizon's network, it must reject all of Intrado's related proposals,  
132 including, among others, the proposal for Verizon to direct trunk 911 traffic from  
133 its end offices to POIs on Intrado's network and the proposal for Verizon to  
134 implement call-sorting capability in its end offices. As we point out in discussing  
135 specific disputed issues, Staff specifically advises rejection of these Intrado  
136 proposals.

137

138 **Q. DOES VERIZON AGREE WITH THE STAFF'S PROPOSED**  
139 **INTERCONNECTION ARRANGEMENT?**

140 A. Although Staff correctly concludes that Intrado's interconnection proposal must  
141 be rejected as inconsistent with section 251(c), it proposes an interconnection  
142 configuration that departs from Verizon's proposal. As discussed below in the  
143 context of specific issues, Staff's proposal is unclear to Verizon in some respects,  
144 but, as Verizon understands it, it would not be acceptable. As an initial matter,  
145 and as Verizon will discuss in its legal brief, neither Verizon nor Intrado proposed  
146 the configuration Staff recommends. Even if the Commission could adopt Staff's

147 alternate proposal, it is inconsistent with the section 251 principle, affirmed by Mr.  
148 Hoagg (DT at 5), that one party cannot dictate how the other party routes traffic  
149 on its own network to deliver it to the POI. Staff also does not recognize that its  
150 proposal could not be implemented without additional, expensive equipment.

151

152 **Q. DOES VERIZON AGREE WITH STAFF THAT THIS ARBITRATION IS NOT**  
153 **THE APPROPRIATE FORUM TO DETERMINE 911 POLICIES FOR THE**  
154 **STATE OF ILLINOIS?**

155 A. Yes. Mr. Hoagg correctly states that “interconnection with Verizon is only the first  
156 step Intrado must take before it provides any regulated competitive 911 services  
157 in Illinois.” (Hoagg DT at 5.) He explains that Intrado’s services would have to  
158 comply with the State’s 911 laws and regulations—specifically, the Emergency  
159 Telephone System Act (“ETSA”) (50 ILCS 750) and Illinois Administrative Code  
160 Part 725. (*Id.*) Staff witnesses Hoagg and Schroll make clear that, even if  
161 Intrado obtains an interconnection agreement through this arbitration, that does  
162 not mean it can begin to provide 911 services. In the event that Intrado  
163 contracts with an Emergency Telephone System Board (“ETSB”) to provide  
164 service, Staff advises that the Commission would have to approve that  
165 arrangement. (Hoagg DT at 5; Schroll DT at 4.)

166

167

168 Staff offers no opinion as to whether Intrado's proposed method of providing 911  
169 service complies with the ETSA or Part 725 Rules, and Ms. Schroll makes clear  
170 that Staff's testimony is not intended to "pre-approve" Intrado's service plan in  
171 any way. (Schroll DT at 4.) Staff's opinion that the Commission would have to  
172 consider issues relating to competitive provision of 911 services in another  
173 proceeding (Schroll DT at 8-9) is consistent with Verizon's position that this is not  
174 the appropriate forum to determine 911 policies for Illinois. It is, instead, a  
175 bilateral arbitration to determine the scope of Verizon's legal obligations, if any, to  
176 Intrado under section 251(c) of the Act.

177

178 **INTRADO ISSUE 1** WHEN INTRADO IS THE DESIGNATED 911/E-911 SERVICE  
179 PROVIDER, IS VERIZON REQUIRED TO ESTABLISH A  
180 POI(S) ON INTRADO'S NETWORK?  
181

182 **VERIZON ISSUE 1** CAN VERIZON BE REQUIRED PURSUANT TO SECTION  
183 251(C) OF THE COMMUNICATIONS ACT OF 1934, AS  
184 AMENDED, TO ESTABLISH A POI(S) ON INTRADO'S  
185 NETWORK FOR THE TRANSMISSION AND ROUTING OF  
186 911/E-911 CALLS FROM VERIZON TO PSAPS FOR WHICH  
187 INTRADO IS THE 911/E-911 SERVICE PROVIDER?  
188

189 **Q. DOES STAFF RECOGNIZE THAT VERIZON CANNOT BE REQUIRED TO**  
190 **ESTABLISH A POINT OR POINTS OF INTERCONNECTION ON INTRADO'S**  
191 **NETWORK?**

192  
193 **A.** Yes. As noted above, Staff recognizes that the law plainly requires the POI(s) to  
194 be on Verizon's network, not Intrado's. (Hoagg DT at 9; Schroll DT at 4.) As we  
195 explained in our Rebuttal Testimony (at 10), this requirement could not be

196 clearer. It is explicitly reflected in Section 251(c)(2)(B) (stating that each  
197 incumbent local exchange carrier has the duty to provide “interconnection with  
198 the local exchange carrier’s network...at any technically feasible point within the  
199 carrier’s network”) the FCC’s Rule 51.305 (specifying that interconnection must  
200 occur “[a]t any technically feasible point within the incumbent LEC’s network”);  
201 and this Commission’s interconnection rules. (83 Ill. Adm. Code §  
202 790.310(a)(2).)

203  
204 Issue 1 is, therefore, easily resolved; Staff agrees with Verizon that the  
205 Commission must reject Intrado’s proposed language that would require Verizon  
206 to establish POIs on Intrado’s network. (Hoagg DT at 9.) As Verizon explained  
207 in Rebuttal Testimony (e.g., at 36, 50, 51) and in the parties’ issues matrix,  
208 Intrado’s assumption that it may force Verizon to interconnect within Intrado’s  
209 network underlies Intrado’s proposed language for numerous sections of the  
210 interconnection agreement. Therefore, the Commission should make clear that it  
211 is rejecting *all* of Intrado’s language, wherever it appears in the contract, that  
212 contemplates interconnection at POI(s) on Intrado’s network.

213

214

215 **ISSUE 2(A): SHOULD THE COMMISSION REQUIRE VERIZON TO ESTABLISH**  
216 **DIRECT TRUNKS (I.E., TRUNKS THAT DO NOT ROUTE 911/E-911**  
217 **TRAFFIC THROUGH A VERIZON 911 TANDEM/SELECTIVE**

218 **ROUTER) TO TAKE 911/E-911 TRAFFIC FROM VERIZON'S END**  
219 **OFFICES TO THE POI(S)?<sup>9</sup>**  
220

221 **ISSUE 2(B): IF VERIZON IS REQUIRED TO ESTABLISH DIRECT TRUNKS FROM**  
222 **ITS END OFFICES TO THE POI(S), SHOULD THE COMMISSION**  
223 **ADOPT INTRADO'S LANGUAGE SPECIFYING HOW VERIZON WILL**  
224 **ESTABLISH, ENGINEER AND MAINTAIN THOSE TRUNKS ON**  
225 **VERIZON'S SIDE OF THE POI(S)?**  
226

227 **ISSUE 2(C): IF VERIZON IS REQUIRED TO ESTABLISH DIRECT TRUNKS FROM**  
228 **ITS END OFFICES TO THE POI(S), SHOULD THE COMMISSION**  
229 **ADOPT INTRADO'S PROPOSED LANGUAGE WITH RESPECT TO**  
230 **VERIZON END USER 911/E-911 CALLS ORIGINATING OUTSIDE OF**  
231 **INTRADO'S 911/E-911 SERVING AREA?**  
232

233 **ISSUE 2(D): SHOULD VERIZON BE REQUIRED TO IMPLEMENT "LINE**  
234 **ATTRIBUTE ROUTING" OR ANOTHER NEW MECHANISM TO SORT**  
235 **CALLS TO THE APPROPRIATE PSAP?**  
236

237 **Q. WHICH STAFF WITNESSES ADDRESS ISSUE 2?**

238 A. Both Mr. Hoagg and Ms. Stewart address Issue 2 and its four subparts. Mr.  
239 Hoagg addresses each subpart separately, while Ms. Stewart addresses them all  
240 together. We will address them together here, as well. Issue 2 and all of its  
241 subparts relate to Intrado's proposal for Verizon to direct trunk its end users' 911  
242 traffic from Verizon's end office to POIs on Intrado's network. This proposal  
243 would require Verizon to implement some new form of call-sorting, because

---

<sup>9</sup> This is Issue 2(a) as stated in Mr. Hoagg's and Ms. Schroll's Direct Testimony. Verizon and Intrado, however, proposed to revise Issue 2(a) as follows in the issues matrix submitted to Administrative Law Judges Gilbert and Benn on December 29, 2009: **Should Verizon Be Permitted to Determine the Network, Services, Facilities, Equipment, Arrangements, Practices, Procedures, and Standard (including but not Limited to 911 Tandem/Selective Routers) Verizon Will Use to Deliver 911/E-911 Traffic from Verizon's End Users to the POI(s)?**

244 Verizon's end offices do not have such capability, as we explained in our  
245 Rebuttal Testimony. (RT at 54.)

246

247 As discussed above in connection with Issue 1, Staff correctly recognizes that  
248 Verizon cannot be forced to interconnect with Intrado at POI(s) on Intrado's  
249 network, so Intrado's proposal for direct trunking to Intrado's network becomes  
250 moot. In other words, once the Commission rejects the notion that Verizon must  
251 interconnect with Intrado on Intrado's network, there will be no requirement for  
252 Verizon to transport traffic (through direct trunks or otherwise) to POIs on  
253 Intrado's network.

254

255 **Q. DOES STAFF AGREE THAT THE POI(S) SHOULD BE AT VERIZON'S**  
256 **SELECTIVE ROUTERS ON VERIZON'S NETWORK?**

257 A. Yes. Mr. Hoagg testifies that he is "aware of no reason for Intrado to locate  
258 POIs anywhere other than at Verizon selective routers." (Hoagg DT at 10.) But  
259 beyond that general agreement, Staff proposes its own, specific interconnection  
260 configuration that does not comport with Verizon's and that Verizon could not  
261 accept.

262

263

264 **Q. WHAT INTERCONNECTION ARRANGEMENTS DOES STAFF RECOMMEND**  
265 **UNDER ISSUE 2?**

266 A. Staff makes two separate recommendations, one for situations in which Intrado is  
267 the sole designated 911 system provider—that is, where no “split wire center” is  
268 involved--and one in which Intrado provides 911 services to a PSAP served by a  
269 split wire center.

270

271 **Q. WHAT ARRANGEMENT DOES STAFF RECOMMENDED WHERE THERE IS**  
272 **NO SPLIT WIRE CENTER INVOLVED?**

273 A. We are not sure we fully understand Staff's proposal. But it appears that in the  
274 situation where there is no split wire center, Staff recommends that Verizon direct  
275 trunk 911 traffic from its end offices to POIs at Verizon's selective routers—  
276 specifically, at the “network' side of the Verizon selective router.” (Stewart DT at  
277 4; Hoagg DT at 7). Ms. Stewart believes that “all existing trunks from Verizon's  
278 end offices, the CLEC switches and the wireless carriers apparently terminate” at  
279 this point, so placing the POI at the network side of the selective router “does not  
280 require extensive rerouting of trunk groups” and would avoid any need for  
281 switching at Verizon's selective router. (Stewart DT at 4; see also Hoagg DT at  
282 10.) In short, Staff appears to contemplate an arrangement under which  
283 interconnection would occur at Verizon's selective router, but at some point  
284 before the trunks carrying Verizon's and other carriers' 911 calls actually  
285 terminate on the selective router. Verizon would then somehow connect its  
286 trunks with Intrado's without switching or selective routing.

287

288 **Q. WHY ISN'T THIS ARRANGEMENT ACCEPTABLE TO VERIZON?**

289 A. First, neither party in this arbitration proposed the interconnection configuration  
290 that Staff describes in its testimony, so we understand that there is a legal  
291 question about whether the Commission can even adopt it. Verizon will brief this  
292 issue.

293

294 Second, Verizon cannot tell how or whether Staff's proposal could be  
295 implemented. Staff has not recommended any contract language reflecting its  
296 proposal, so the details remain unclear. For instance, Verizon is not sure,  
297 exactly, what interconnection on the "network side" of the selective router is  
298 intended to mean. If Staff's proposal would involve termination of trunks on the  
299 selective router, it would still require the selective router to perform some type of  
300 switching or routing to deliver calls from Verizon's trunks to Intrado's. If Staff's  
301 proposal would not require termination of trunks on the selective router, it is  
302 unclear how Verizon or other carriers would connect their trunks with Intrado's.

303

304 Third, Staff correctly observes that well-established section 251 principles hold  
305 that one carrier cannot dictate the manner in which in which another carrier  
306 routes traffic to the POI. (Hoagg DT at 5.) But then Staff recommends requiring  
307 Verizon to directly trunk 911 traffic from its end offices to the POIs located at  
308 Verizon's selective routers. (Hoagg DT at 10.) This recommendation—which  
309 requires Verizon to take its traffic to the POIs in a specific way--violates the basic

310 section 251 principle that one party cannot dictate how the other party engineers  
311 its network and routes traffic on its side of the POI.

312

313 **Q. WHAT INTERCONNECTION ARRANGEMENTS DOES STAFF RECOMMEND**  
314 **IN SPLIT WIRE CENTER SITUATIONS?**

315 A. Staff recommends that the Commission require implementation of a  
316 “primary/secondary” methodology, under which all calls originating in a split wire  
317 center would be routed first to the “primary” 911 system provider—defined as  
318 “the provider with the highest line count for that wire center.” (Hoagg DT at 13.)  
319 If that primary system provider determines the call is destined for a PSAP served  
320 by another carrier, the call would be transported to that carrier (the “secondary  
321 router”) for termination to the appropriate PSAP. (Stewart DT at 5; Hoagg DT at  
322 13.)

323

324 **Q. WOULD VERIZON ACCEPT STAFF'S RECOMMENDED**  
325 **PRIMARY/SECONDARY METHODOLOGY FOR AREAS SERVED BY SPLIT**  
326 **WIRE CENTERS?**

327 A. No. Again, neither party has proposed this approach, so it is not clear whether  
328 the Commission could adopt it as a legal matter. This recommendation appears  
329 to be affected by Staff's recommendation for non-split wire center  
330 interconnection, which as stated above we do not fully understand, but would  
331 ostensibly occur at Verizon's selective router, but at some point before the trunks

332 carrying Verizon's and other carriers' 911 calls actually terminate on the selective  
333 router.

334

335 In addition, the proposal is not defined comprehensively enough (with associated  
336 contract language) to determine whether it could be implemented. As we  
337 understand it, Staff's recommendation would require direct trunking from a split  
338 end office to the selective router serving the PSAP that provides 911 service to  
339 the largest number of access lines contained in that split end office. For example,  
340 if county "A" has 5,000 lines and county "B" has 15,000 lines – then the end  
341 office trunks would be directly routed to the selective router serving County "B,"  
342 which would then sort out county "A" 911 calls and re-deliver them to the  
343 selective router serving county "A". In other words, the 911 Service Provider  
344 having the most lines automatically becomes the primary selective router. In this  
345 example, if county "B" selected Intrado as its 911 Service Provider, then Verizon  
346 would be forced to re-home trunks from the split wire center through the POI on  
347 Verizon's network to Intrado's selective router, and then Intrado would route calls  
348 for county "A" back to Verizon's selective router, requiring the call to traverse two  
349 selective routers, for re-delivery of the 911 calls to county "A".

350

351 Assuming our understanding is correct, we are concerned this approach would  
352 force other PSAPs to make changes to their service arrangements with Verizon  
353 without their consent or input. Since Staff's recommendation would impact

354 PSAPs and other 911 Service Providers that are not a party to this proceeding,  
355 the Commission should decline to adopt the recommendation within the context  
356 of this bilateral arbitration. If the Commission believes Staff's proposal should be  
357 adopted as the industry standard for Illinois, then it would be appropriate to  
358 address this more fully in a generic proceeding like the one Staff witness Schroll  
359 recommends. Split wire centers occur frequently throughout Illinois and not all  
360 911 services from split wire centers are provided in the manner Staff  
361 recommends.

362

363 **Q. DOES STAFF RECOMMEND REJECTION OF INTRADO'S PROPOSAL FOR**  
364 **VERIZON TO IMPLEMENT SOME KIND OF NEW CALL-SORTING**  
365 **METHODOLOGY IN VERIZON'S END OFFICES?**

366 A. Yes. Although Verizon disagrees with Staff's "primary/secondary" routing  
367 proposal, Verizon and Staff agree that the Commission cannot adopt Intrado's  
368 proposal for Verizon to implement some kind of new call-sorting method in its  
369 end offices. As we explained in our Rebuttal Testimony, Intrado's direct trunking  
370 proposal would require Verizon to abandon use of its time-tested, reliable  
371 selective routers in favor of some new kind of end-office call-sorting capability  
372 that Verizon would be expected to implement and pay for. Intrado initially  
373 supported what it calls "line attribute routing," but, as Ms. Stewart observes,  
374 Intrado "has not explained line attribute routing or described it in any detail" and  
375 "Staff has been unable, despite requests, to obtain any useful information

376 regarding line attribute routing or any other means of call sorting that is currently  
377 being utilized for the routing of calls to selective routers.” (Stewart DT at 6.) That  
378 is because there is no such information. To our knowledge, there are no such  
379 means of call-sorting from end offices currently in use or even in development as  
380 an alternative to the industry standard of selective routing. (RT at 57.) There is,  
381 in short, absolutely no evidence supporting the adoption of line attribute routing  
382 or any other new form of call routing, even if Verizon could lawfully be forced to  
383 implement it—and it could not be. As Mr. Hoagg emphasizes, “[t]he Commission  
384 has long held that interconnected carriers are responsible for carrying traffic on  
385 their own side of the POI, and carriers generally may elect to do so in the manner  
386 they choose.” (Hoagg DT at 14.) The Commission must reject Intrado’s  
387 recommendation for Verizon to implement an untested, mystery call-sorting  
388 methodology.

389

390 **ISSUE 3** FOR 911 CALLS TRANSFERRED BETWEEN PSAPS USING INTER-  
391 SELECTIVE ROUTER TRUNKING, SHOULD THE INTERCONNECTION  
392 AGREEMENT:

393  
394 (A) REQUIRE VERIZON TO ESTABLISH A POI(S) ON INTRADO’S  
395 NETWORK FOR 911 CALLS BEING TRANSFERRED FROM PSAPS  
396 FROM WHICH VERIZON IS THE 911/E-911 SERVICE PROVIDER TO  
397 PSAPS FOR WHICH INTRADO IS THE 911/E-911 SERVICE  
398 PROVIDER?

399  
400 (B) INCLUDE INTRADO’S PROPOSED INTERCONNECTION,  
401 TRUNKING AND ROUTING ARRANGEMENTS IF VERIZON IS  
402 REQUIRED TO ESTABLISH A POI(S) ON INTRADO’S NETWORK?

403  
404

405 **Q. DO YOU AGREE WITH STAFF'S REASONING AND RECOMMENDATION**  
406 **WITH RESPECT TO ISSUES 3(A) AND 3(B)?**

407  
408 A. Yes. Mr. Hoagg correctly states that the parties agree that inter-selective routing  
409 is desirable, but disagree on the appropriate location of POIs for traffic  
410 exchange—with Intrado's language reflecting its erroneous view that Verizon can  
411 be forced to interconnect on Intrado's network. Because, as Mr. Hoagg  
412 observes, the POI(s) must be within Verizon's network, the Commission should  
413 reject Intrado's proposed language related to issue 3(a) and 3(b) and accept  
414 Verizon's language. (Hoagg DT at 15.)

415

416 **ISSUE 3 FOR 911 CALLS TRANSFERRED BETWEEN PSAPS USING INTER-**  
417 **SELECTIVE ROUTER TRUNKING, SHOULD THE INTERCONNECTION**  
418 **AGREEMENT:**

419  
420 **(C) INCLUDE INTRADO'S PROPOSED LANGUAGE REQUIRING THE**  
421 **PARTIES TO MAINTAIN DIAL PLANS AND NOTIFY EACH OTHER OF**  
422 **ANY CHANGES TO SUCH DIAL PLANS?**

423

424

425 **Q. WHAT DOES STAFF RECOMMEND FOR ISSUE 3(C)?**

426 A. Ms. Stewart recognizes that the parties agree that exchange of dial plan  
427 information is necessary, but recommends adoption of Intrado's proposed  
428 language, because Verizon has not proposed any alternative language.

429

430 **Q. WHY SHOULD THE COMMISSION REJECT THIS RECOMMENDATION?**

431 A. Verizon recognizes the need for both parties to maintain a comprehensive dialing

432 plan to enable the transfer of 911 calls among PSAPs regardless of 911 Service  
433 Providers. This capability is referred to as inter Selective Router transfer. The  
434 establishment and maintenance of an inter Selective Router dialing plan is  
435 complex and will require collaboration between PSAPs, Verizon and Intrado.  
436 Typically, such dialing plans will require frequent modifications caused by PSAPs  
437 and/or 911 Service Providers additions, deletions or changes.

438  
439 Verizon does not object to participating in this collaborative effort, maintaining  
440 documented dialing plans, and sharing such documentation with Intrado or  
441 notifying Intrado if a Verizon served PSAP initiates changes. Rather, Verizon  
442 merely objects to Intrado's requirement to include the specific details of very  
443 customize dialing plans specific to end users in the Interconnect Agreement.  
444 This would require frequent changes and/or amendments to the interconnection  
445 agreement. The resources requirements for modifying interconnection  
446 agreements are significant and in Verizon's view are not needed.  
447 Interconnection agreements were never intended to provide customer-specific  
448 routing details, and be continuously updated as end user services are modified.

449  
450 **ISSUE 4: WHEN INTRADO BECOMES THE 911/E-911 SERVICE PROVIDER**  
451 **FOR A PSAP, IS VERIZON REQUIRED TO AGREE TO POI(S) ON INTRADO'S**  
452 **NETWORK AND TO PROVIDE INTRADO FORECASTS OF TRUNKING**  
453 **REQUIREMENTS AND OTHER INFORMATION?**

454

455 **Q. HOW DOES STAFF RECOMMEND RESOLVING THIS ISSUE?**

456 A. As explained in the context of other Issues, Staff correctly concludes that Verizon  
457 is not required to agree to POI(s) on Intrado's network, so the Commission  
458 should reject Intrado's related language for Issue 4 that embodies this erroneous  
459 notion. (Stewart DT at 9.) Verizon, of course, agrees that the Commission must  
460 reject any and all Intrado language that contemplates interconnection on  
461 Intrado's network.

462

463

464 **ISSUE 5 SHOULD VERIZON BE REQUIRED TO PROVIDE ONGOING TRUNK**  
465 **FORECASTS TO INTRADO?**

466

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

468 A. The disputed language for this issue addresses forecasting of trunks for traffic  
469 exchanged between the parties' networks. Verizon's language for section 1.6.2  
470 of the 911 Attachment requires Intrado to provide a semi-annual forecast of the  
471 number of trunks Verizon will need to provide for the exchange of traffic with  
472 Intrado. Intrado proposes to make this language reciprocal, so that Verizon  
473 would need to provide forecasts of the number of trunks Intrado would need to  
474 provide for the exchange of traffic with Verizon. But, as Verizon pointed out in  
475 Rebuttal Testimony, to the extent Intrado has a legitimate need for ongoing trunk

476 forecasts from Verizon, that need is already addressed in the agreed-upon  
477 language in 911 Attachment, Section 1.5.5, which states:

478           Upon request by either Party, the Parties shall meet to: (a) review  
479           traffic and usage data on trunk groups; and (b) determine whether  
480           the Parties should establish new trunk groups, augment existing  
481           trunk groups, or disconnect existing trunks.  
482

483           This language already requires Intrado and Verizon to cooperate in updating  
484           arrangements for traffic exchange.

485

486 **Q. DOES STAFF RECOGNIZE THAT THIS SECTION 1.5.5 OF THE 911**  
487 **ATTACHMENT CARES FOR INTRADO'S TRUNK FORECASTS NEEDS?**

488 A. Yes. Ms. Stewart acknowledges that "the 911 Attachment Section 1.5.5 sets  
489 forth a mechanism whereby both parties shall meet to review traffic and usage  
490 data on trunk groups and determine the need to modify trunking." (Stewart DT at  
491 9.) She does not recommend adoption of Intrado's additional forecasting  
492 language for Section 1.6.2. She does, however, point out that Section 1.5.5 does  
493 not establish any time frame for review of traffic and usage data. (*Id.*)

494

495 **Q. IS STAFF'S CONCERN ABOUT A TIME FRAME FOR REVIEW OF TRAFFIC**  
496 **USAGE AND DATA ADDRESSED BY ANOTHER PROVISION OF THE**  
497 **PROPOSED CONTRACT?**

498

499

500 A. Yes. Section 18 of the General Terms and Conditions of the proposed  
501 interconnection agreement requires the Parties to carry out the review without  
502 unreasonable conditions or delay:

503 The Parties shall act in good faith in their performance of this  
504 Agreement. Except as otherwise expressly stated in this  
505 Agreement (including, but not limited to, where consent, approval,  
506 agreement or a similar action is stated to be within a Party's sole  
507 discretion), where consent, approval, mutual agreement or a similar  
508 action is required by any provision of this Agreement, such action  
509 shall not be unreasonably withheld, conditioned or delayed.  
510

511 This provision would appear to address Ms. Stewart's concern.

512

513 **Q. DOES VERIZON HAVE AN ALTERNATIVE PROPOSAL FOR RESOLVING**  
514 **THIS CONCERN IF STAFF IS NOT SATISFIED THAT THE GOOD FAITH**  
515 **REQUIREMENTS OF SECTION 18 OF THE INTERCONNECTION**  
516 **AGREEMENT IS SUFFICIENT?**

517 A. Yes. Ms. Stewart's concern about the lack of a timeframe for review could be  
518 resolved by modifying section 1.5.5 as follows:

519 1.5.5. Upon request by either Party, but no less frequently than  
520 once per calendar year, the Parties shall meet to: (a) review traffic  
521 and usage data on trunk groups; and (b) determine whether the  
522 Parties should establish new trunk groups, augment existing trunk  
523 groups, or disconnect existing trunks.  
524

525 If Ms. Stewart's concerns are not allayed by the requirements of section 18 of the  
526 interconnection agreement, then Verizon would be amenable to modifying

527 section 1.5.5 above. Either way, the Commission should not impose upon  
528 Verizon mandatory trunk forecasting requirements.

529

530 **ISSUE 6 WHICH PARTY'S PROPOSED LANGUAGE FOR 911 ATT., § 1.1.1**  
531 **MORE ACCURATELY DESCRIBES VERIZON'S 911/E-911**  
532 **FACILITIES?**  
533

534 **Q. STAFF WITNESS SCHROLL RECOMMENDS ADOPTION OF INTRADO'S**  
535 **DESCRIPTION OF VERIZON'S 911 FACILITIES IN SECTION 1.1.1 OF THE**  
536 **911 ATTACHMENTBASED ON HER UNDERSTANDING THAT THE**  
537 **PURPOSE OF THIS SECTION IS "TO DESCRIBE WHAT SERVICES EITHER**  
538 **COMPANY IS OBLIGATED TO PROVIDE WHEN IT IS THE 9-1-1 SYSTEM**  
539 **PROVIDER." (SCHROLL DT AT 10-11.) IS MS. SCHROLL'S**  
540 **UNDERSTANDING CORRECT?**

541 **A.** No. Both Intrado's and Verizon's proposed language in Section 1.1.1 of the 911  
542 Attachment contain the introductory clause "For areas where Verizon is the  
543 911/E-911 service provider." (Joint Disputed Issues Matrix, Issue 6, disputed  
544 language; Verizon RT at 67.) This provision deals strictly with those situations in  
545 which Verizon is the provider of 911 services to the PSAP. Ms. Schroll's  
546 assessment of the language is, therefore, based on the mistaken premise that it  
547 is intended to describe either company's services when it is the 911 system  
548 provider. Accordingly, because the language at issue addresses only Verizon's  
549 provision of 911 services when it is the 911 system provider, and because

550 Verizon's proposed language more accurately describes Verizon's facilities, the  
551 Commission should adopt it and reject Intrado's inaccurate language.

552

553 **ISSUE 7 SHOULD THE AGREEMENT INCLUDE INTRADO'S PROPOSED**  
554 **PROVISION REQUIRING THE PARTIES TO WORK COOPERATIVELY**  
555 **TO MAINTAIN ALI STEERING TABLES?**  
556

557 **Q. DOES STAFF RECOGNIZE THAT THERE IS A QUESTION ABOUT**  
558 **WHETHER THIS ISSUE SHOULD EVEN BE ADDRESSED IN THIS**  
559 **ARBITRATION?**  
560

561 A. Yes. Mr. Schroll points out that both Verizon and Intrado agree that automatic  
562 location identification ("ALI") is an information service and not a  
563 telecommunication service, thus raising a question as to whether it is properly  
564 addressed in this arbitration. (Schroll DT at 12.) In its Rebuttal Testimony (at  
565 68), Verizon explained that because the FCC has determined that the provision  
566 of caller location information to a PSAP is an information service, not a  
567 telecommunications service, such services fall outside the scope of this  
568 arbitration. But we agree with Ms. Schroll that is an issue for legal briefs.

569  
570 **Q. DO YOU AGREE WITH STAFF THAT, ASIDE FROM THE LEGAL QUESTION**  
571 **OF WHETHER THE COMMISSION CAN ADDRESS THIS ISSUE HERE, IT**  
572 **SHOULD NOT ADDRESS THIS ALI-RELATED ISSUE IN THIS**  
573 **ARBITRATION? (SCHROLL DT AT 15.)**

574 A. Yes. Even if the Commission could address issues relating to ALI functions in  
575 this arbitration, Verizon agrees with Ms. Schroll that it should not do so. As Ms.  
576 Schroll correctly explains, Intrado's proposal for the parties to maintain ALI

577 steering tables would, if adopted, affect other parties not involved in this  
578 arbitration. (Schroll DT at 15.) In fact, for ALI steering to even become an issue,  
579 a PSAP would first have to request PSAP-to-PSAP call transfer capability, and  
580 would have to enter into an agreement with Verizon and Intrado to implement this  
581 service. (Schroll DT at 14-15.) Ms. Schroll also points out that third-party  
582 wireless database providers would also be required to interact in some way to  
583 maintain ALI steering tables. (*Id.* at 15.) In short, even if the Commission had  
584 the legal authority to adopt Intrado's ALI-related proposal (and it does not), it  
585 would be inappropriate to do so in this bilateral arbitration.

586

587 **ISSUE 14**    **A) SHOULD THE AGREEMENT INCLUDE LANGUAGE RESERVING**  
588                    **THE PARTIES' RIGHTS TO DELIVER TRAFFIC DIRECTLY TO A PSAP**  
589                    **SERVED BY THE OTHER PARTY?**  
590                    **B) IF YES, SHOULD THE LANGUAGE BE EXACTLY RECIPROCAL?**

591

592

593 **Q.    WHAT IS THE NATURE OF THE PARTIES' DISPUTE WITH RESPECT TO**  
594                    **THIS ISSUE?**

595 A.    Verizon's original draft agreement provided that nothing in the agreement will  
596 limit Verizon's ability to deliver calls directly to a PSAP served by Intrado. When  
597 Intrado complained that this section should be reciprocal, Verizon proposed a  
598 revised section 2.5 and a new section 2.6 as follows:

599                    2.5 Nothing in this Agreement shall be deemed to prevent Verizon  
600                    from delivering, by means of facilities provided by a person  
601                    other than Intrado, 911/E-911 Calls directly to a PSAP for  
602                    which Intrado is the 911/E-911 Service Provider.  
603

604                   2.6 Nothing in this Agreement shall be deemed to prevent Intrado  
605                   from delivering, by means of facilities provided by a person  
606                   other than Verizon, 911/E-911 Calls directly to a PSAP for  
607                   which Verizon is the 911/E-911 Service Provider.  
608  
609

610                   (See Verizon RT at 77.) This change would satisfy Intrado's desire for exact  
611                   reciprocity with respect to delivery of calls directly to PSAPs. Verizon has not,  
612                   however, agreed to Intrado's proposal to qualify these sections by stating that  
613                   interconnection must be authorized by the PSAP. Whether a party has a right to  
614                   deliver calls to a PSAP is a matter between that party and the PSAP and is  
615                   outside of the scope of the parties' agreement.  
616

617   **Q.    WHAT DOES STAFF RECOMMEND WITH RESPECT TO SECTIONS 2.5 AND**  
618   **2.6?**

619   A.    Ms. Schroll recommends deleting these provisions from the draft agreement,  
620           because she believes that permitting carriers to route 911 calls directly to PSAPs  
621           and bypass the current 911 system provider would conflict with the ETSA, Illinois'  
622           911 law.  
623

624   **Q.    DO YOU AGREE WITH MS. SCHROLL'S RECOMMENDATION?**

625   A.    No. Ms. Schroll appears to believe that the language in sections 2.5 and 2.6  
626           provides substantive rights to the parties to directly deliver traffic to a PSAP  
627           served by the other party. That is not correct. The language in these sections  
628           simply states that nothing in the agreement shall be deemed to prevent either

629 party from delivering 911 calls directly to the PSAP. This would not happen  
630 unless the PSAP and the party seeking to directly deliver 911 calls agreed to do  
631 so. There is nothing in the interconnection agreement language that obligates a  
632 third-party PSAP accept directly delivered calls nor does this language preclude  
633 approvals if required by the ETSA, Illinois' 911 law.

634  
635 Thus, the concerns Ms. Schroll expresses aren't implicated by sections 2.5 and  
636 2.6 of the 911 Attachment and those provisions, as proposed by Verizon, should  
637 remain in the agreement.

638

639 **IV. CONCLUSION**

640

641 **Q. DOES THAT CONCLUDE THE PANEL'S REPLY TESTIMONY?**

642 A. Yes.

643

644