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August 5, 2009

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

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

Dear Ms. Cole:

Enclosed for filing in the above-referenced matter are an original and seven copies of
Verizon Florida LLC's Prehearing Statement. Also enclosed is a diskette with a copy of
the Prehearing Statement in Word format.

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

Sincerely,

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Dulaney L. O'Roark III

Dulaney L. O'Roark III

tas

Enclosures

*II (+ CD) = CD contains
prehearing statement
& testimony*

- COM _____
- ECR _____
- GCL II _____
- OPC _____
- RCP 1 _____
- SSC _____
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- ADM _____
- CLK _____

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CERTIFICATE OF SERVICE

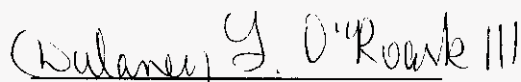
I HEREBY CERTIFY that copies of the foregoing were sent via electronic mail on August 5, 2009 to:

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Dulaney L. O'Roark III

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 080134-TP
Filed: August 5, 2009

VERIZON FLORIDA LLC'S PREHEARING STATEMENT

In accordance with Order No. PSC-08-0745-PCO-TP, as modified by Order No. PSC-09-0189-PCO-TP, Verizon Florida LLC ("Verizon") hereby files this prehearing statement.

1. Witnesses

Verizon has prefiled the following panel testimony:

Direct Testimony of Peter J. D'Amico and Nicholas Sannelli. Mr. D'Amico is generally responsible for interconnection and related policy testimony included in the Introduction, Purpose and Background discussions and issues 3, 4, 6, 9, parts of 12 (interconnection/direct trunking/cost recovery), parts of 15 (interconnection), 34, 35, 36, 46, 49, 52 and 53. Mr. Sannelli is generally responsible for 911 and Enhanced 911 and related policy testimony included in the Introduction, Purpose and Background discussions and parts of issue 12 (911/E911, selective routing/class marking/call sorting/cost recovery), 13, 14, 47, and 53.

Rebuttal Testimony of Peter J. D'Amico and Nicholas Sannelli. Mr. D'Amico is generally responsible for interconnection and related policy testimony included in the Introduction, Purpose and Background discussions and issues 3, 4, 6, 9, parts of 12 (interconnection/direct trunking/cost recovery), parts of 15 (interconnection), 34, 35, 36,

DOCUMENT NUMBER DATE

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46, 49, 52 and 53. Mr. Sannelli is generally responsible for 911 and Enhanced 911 and related policy testimony included in the Introduction, Purpose and Background discussions and parts of issue 12 (911/E911, selective routing/class marking/call sorting/cost recovery), 13, 14, 47, and 53.

2. Exhibits

Verizon attached the following exhibits which it plans to introduce with its prefiled testimony at the hearing:

Direct Testimony:

- Exhibit 1 Illinois Commerce Commission Order in AT&T/Intrado Arbitration (3/17/08).
- Exhibit 2 Diagram of existing Florida Enhanced 911 network.
- Exhibit 3 Diagram of Intrado's proposed interconnection and 911 system as understood by Verizon.
- Exhibit 4 West Virginia Public Service Commission Arbitration Award in the Verizon/Intrado Arbitration (11/14/08).
- Exhibit 5 West Virginia Public Service Commission Order Affirming Arbitration Award in the Verizon/Intrado Arbitration (12/16/08).
- Exhibit 6 Massachusetts Department of Telecommunications and Cable Order in the Verizon/Intrado Arbitration (5/08/09).
- Exhibit 7 Texas Unopposed Joint Motion of 911 Alliance (10/17/08).
- Exhibit 8 Letter from West Virginia E911 Council (11/07/08).
- Exhibit 9 Public Utilities Commission of Ohio Arbitration Award in the Embarq/Intrado Arbitration (9/24/08).
- Exhibit 10 Public Utilities Commission of Ohio Arbitration Award in the Cincinnati Bell/Intrado Arbitration (10/08/08).

Rebuttal Testimony:

- Exhibit 11 Texas Order Requesting Briefs of Threshold Legal Issues (10/17/08).
 - Exhibit 12 Public Utilities Commission of Ohio Arbitration Award in the Verizon/Intrado Arbitration (6/24/09).
 - Exhibit 13 NENA Recommendation for the Implementation of InterNetworking, E-911 Tandem-to-Tandem (2/01/00).
- Other:** Blackline version of interconnection agreement.

Verizon reserves the right to introduce exhibits at the hearing or other appropriate points.

3. Verizon's Basic Position

The Commission has already ruled, twice, that Intrado is not entitled to arbitration of an interconnection agreement for exactly the same 911/E911 services for which Intrado seeks interconnection in this arbitration with Verizon.¹ Therefore, Intrado's arbitration with Verizon must be dismissed, just as the Commission dismissed Intrado's arbitrations with Embarq and AT&T. The services for which Intrado requested interconnection with Verizon (and AT&T and Embarq) are not telephone exchange or

¹ *Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and Conditions for Interconnection and Related Arrangements with BellSouth Telecomm., Inc. d/b/a AT&T Florida, Pursuant to Section 252(b) of the Communications Act of 1934, as Amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, F.A.C., Final Order, Order No. PSC-08-0798-FOF-TP (Dec. 3, 2008) ("AT&T/Intrado Order") at 9-10; Final Order Denying Motion for Reconsideration, Order No. PSC-09-0156-FOF-TP (March 16, 2009) ("AT&T/Intrado Recon. Order");* *Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and Conditions for Interconnection and Related Arrangements with Embarq Florida, Inc., Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended, and Section 364.162, F.S., Final Order, Order No. PSC-08-0799-FOF-TP (Dec. 3, 2008) ("Embarq/Intrado Order") at 8-9; Final Order Denying Motion for Reconsideration, Order No. PSC-09-0155-FOF-TP (March 16, 2009) ("Embarq/Intrado Recon. Order").*

exchange access services as those terms are defined by the Act,² so Intrado is not entitled to arbitration of an interconnection agreement.

Nothing in Intrado's prefiled testimony or discovery responses would justify the Commission reversing its finding in its *AT&T/Intrado Order* and its *Embarq/Intrado Order* that Intrado's 911 services are not telephone exchange services. Indeed, Intrado has admitted that the 911 services for which it seeks interconnection here are the very same services for which Intrado requested interconnection with AT&T and Embarq. Intrado simply claims that the Commission was wrong in the previous cases—that the rulings were “based upon a misunderstanding that Intrado Comm's Intelligent Emergency Network® is incapable of originating calls.”³ Intrado is wrong; the Commission correctly understood Intrado's services; Intrado merely disagrees with the Commission's conclusion that those services do not entitle Intrado to the section 251(c) interconnection it seeks.

Verizon will soon file a request for a summary final order asking the Commission to dismiss Intrado's petition and find, as it did twice before, that Intrado's Intelligent Emergency Network® 911 services do not entitle Intrado to arbitration of an interconnection agreement. The Commission must apply the same law in the same way as it did in the AT&T and Embarq cases. To do otherwise would render the Commission's decision-making arbitrary. Intrado's service either is or isn't telephone exchange service; the exact same service can't be telephone exchange service in Verizon's territory, but not in Embarq's and AT&T's territories. If Intrado convinces the

² Section 251(c) specifies that an ILEC has the duty to provide interconnection with its network only “for the transmission and routing of telephone exchange service and exchange access.” 47 U.S.C. § 251(c)(2)(A).

³ Direct Testimony (“DT”) of Thomas Hicks of behalf of Intrado, at 6.

Commission here that it previously misunderstood the nature of Intrado's services -- and that they are, in fact, telephone exchange service -- then the Commission's rulings to the contrary in the AT&T and Embarq cases are open to attack.

If the Commission nonetheless decides Intrado is entitled to 251(c) interconnection and moves forward with this case (and it should not), the Commission must reject Intrado's extreme and unsupported interconnection proposals, which have nothing to do with Verizon's legal obligations under section 251(c) (or any other law). Intrado intends to offer 911 services to PSAPs. Intrado will not serve any end users who place 911 calls, and calls will not originate from Intrado's PSAP customers to Verizon's end users. Rather, Intrado seeks to compel Verizon to interconnect with Intrado so Verizon's end users' 911 calls will reach Intrado-served PSAPs. While it is now clear that Intrado's 911 services are not telephone exchange services, Intrado sought negotiation of an interconnection agreement with Verizon as a competitive local exchange carrier ("CLEC"), so Verizon offered to Intrado the same Section 251(c) interconnection arrangements that Verizon routinely provides to CLECs. Specifically, Verizon has offered to interconnect with Intrado at a technically feasible point "within Verizon's network" or to establish a "meet point" interconnection arrangement with Intrado. And Verizon stands ready to negotiate a commercial agreement with Intrado, just as Intrado did with Embarq. Any one of these arrangements would enable Intrado to provide its 911 services to PSAPs. *Intrado does not need the particular interconnection arrangements it is seeking.* It can and will provide those same services under commercial agreements, as its recent negotiation of a commercial agreement with Embarq demonstrates.

Intrado has rejected all of the options Verizon has offered for interconnection, because of its single-minded objective of shifting the costs of its new network to Verizon and other carriers. The foundation of that plan is for Verizon to interconnect within Intrado's network, at as many points as Intrado wishes, wherever Intrado wishes. But, as this Commission has repeatedly affirmed,⁴ Section 251(c) does not require Verizon or any other incumbent local exchange carrier ("ILEC") to interconnect in this manner. Section 251(c) only requires an ILEC to allow a requesting carrier to interconnect at "a technically feasible point within the [incumbent] carrier's network." See also 47 C.F.R. § 51.305(a) ("[a]n incumbent LEC shall provide for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network: . . . (2) [a]t any technically feasible point within the incumbent LEC's network").

Second, Intrado proposes not only to designate points of interconnection ("POIs") on its own network, but how Verizon will get its traffic to those POIs. Intrado wants Verizon to establish dedicated trunking facilities from each affected Verizon end office to the POIs on Intrado's network. This end office trunking proposal undermines the fundamental principle that the POI establishes each party's respective responsibility for network facilities and that each party is solely responsible for its network facilities on its side of the POI. Intrado would preclude Verizon from using its existing network facilities, including its tandem/selective routers, to deliver 911 calls to the appropriate

⁴ *Investigation into the Appropriate Methods to Compensate Carriers for Exchange of Traffic Subject to Section 251 of the Telecomm. Act of 1996*, Docket No. 000075-TP, Order on Reciprocal Compensation, Order No. PSC-02-1248-FOF-TP, at 25 (Sept. 10, 2002) ("Generic Order"); *Investigation into the Appropriate Methods to Compensate Carriers for Exchange of Traffic Subject to Section 251 of the Telecomm. Act of 1996*, Docket No. 000075-TP, Order Denying Motions for Reconsideration, Order No. PSC-03-0059-FOF-TP, at 23 (Jan. 8, 2003) ("Generic Recon. Order"); and *Petition by Global NAPS, Inc. for Arbitration Pursuant to 47 U.S.C. 252(b) of Interconnection Rates, Terms and conditions with Verizon Florida Inc.*, Final Order on Arbitration, Order No. PSC-03-0805-FOF-TP, at 8-9 (July 9, 2003) ("GNAPS Order").

PSAP, and would require Verizon to develop and deploy some new call-sorting method that neither Intrado nor anyone else has identified.

These two Intrado interconnection proposals (for Issues 3 and 12) constitute Intrado's network architecture proposal that is the heart of its cost-shifting plan. As Verizon points out in its positions on many of the issues, once the Commission rejects Intrado's position on Issue 3, POI placement, it will necessarily reject Intrado's direct trunking proposal for Issue 12, as well as Intrado's positions on a number of other issues that assume Intrado's network architecture.

Intrado's proposed interconnection arrangements are not only unlawful, they risk compromising public safety. Intrado would stop not only Verizon, but all other carriers from sending their 911 calls to Verizon's selective routers for sorting to the appropriate PSAP--instead requiring Verizon to develop, implement, and pay for some kind of new call-sorting mechanism. Intrado has not explained, and cannot explain, how it plans to force all other carriers in Florida to adopt the anticompetitive, expensive network architecture it proposes here, so the Commission can have no assurance that these carriers' 911 calls will reach their intended destination. This critical lapse is, in itself, enough to merit rejection of Intrado's proposals.

Intrado's extreme, unprecedented "interconnection" proposal deserves no serious consideration and has been rejected by every Commission that has reviewed it—if they haven't declined to arbitrate Intrado's interconnection petitions altogether (as this Commission has, and as it should in this case, as well). Intrado is free to build any kind of 911 network it wants (provided that it is consistent with Florida law), but it has no right to force Verizon and other carriers to pay for it. As the Commission concluded in

dismissing Intrado's arbitrations with Embarq and AT&T, it cannot make changes to the existing 911 system in Florida without the participation of all affected parties, and without consideration of Florida's 911 statutes.⁵

Verizon provides its positions on the following specific issues only in the event the Commission decides (contrary to law and its past decisions) to go forward with this arbitration.

4. Verizon's Positions on Specific Issues and Questions of Fact, Law and Policy

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

The Act and the Federal Communications Commission's ("FCC's") implementing regulations require Intrado to interconnect with Verizon at a technically feasible POI on Verizon's network. Section 251(c), under which Intrado seeks interconnection, states that each incumbent local exchange carrier has the duty to provide "interconnection with the local exchange carrier's network . . . at any technically feasible point within the carrier's network." 47 U.S.C. § 251(c)(2). The FCC's rule implementing this provision, Rule 51.305, likewise makes clear that the incumbent LEC must provide interconnection with its network "[a]t any technically feasible point within the incumbent LEC's network." 47 C.F.R. § 51.305.

⁵ *AT&T/Intrado Order* at 9; *Embarq/Intrado Order* at 8 ("Sections 365.171, F.S., address Florida's 911/E911 plan. Any changes involving 911/E911 require the facilitation and cooperation of all affected agencies and entities to resolve any changes or complications that affect 911/E911 in Florida. Decisions affecting the provision of 911/E911 service in Florida are made by several different agencies, including the Department of Management Services, local and state officials, providers and PSAPs. Accordingly, any discussion regarding provisioning of competitive 911/E911 service in Florida requires that all potentially affected parties be consulted and afforded an opportunity to weigh in on these vital matters.").

Notwithstanding the unambiguous requirement that interconnection occur at a point within Verizon's network, Intrado proposes that interconnection occur at points ***within Intrado's network***—as many as Intrado wishes, wherever it wishes. Intrado's language would even permit Intrado to designate points of interconnection ("POIs") outside of Florida.

The Commission should reject Intrado's unlawful proposal, which is contrary to the Act, the FCC's implementing rules, and this Commission's precedent correctly interpreting that law. The Commission has repeatedly and correctly ruled that interconnecting carriers have the right to "designate single POIs for the mutual exchange of telecommunications traffic at any technically feasible location *on an incumbent's network within a LATA.*"⁶

Intrado cites no authority that would permit the Commission to deviate from this legal requirement, just because Intrado plans to provide only 911 service, instead of local exchange service. As the West Virginia Commission correctly found, "Section 251 makes no distinction between interconnection for POTS and interconnection for more specialized services. The same requirements and rules apply to all types of interconnection."⁷

The Massachusetts DTC, likewise, found the POI placement issue simple to decide:

Neither the statute nor the FCC's implementing rules differentiate between different types of traffic, including 911-E-911 traffic. Contrary to Intrado's assertions, there is no ambiguity within this statutory provision and

⁶ *Generic Order* at 25 (emphasis added); see also *Generic Recon. Order* at 23 ("the point of interconnection designated by the ALEC, to which the originating carrier has the responsibility for delivering its traffic, must be within the ILEC's network."); *GNAPS Order* at 8.

⁷ *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 (Nov. 14, 2008) ("*W.V. Award*") at 13 (attached to Verizon's Direct Testimony as Ex. 4), affirmed by Commission Order dated Dec. 16, 2008 (attached Verizon's Direct Testimony as Ex. 5) ("*W.V. Order*").

implementing rules, which require that the POI must be within the incumbent's network, unless the parties agree otherwise.⁸

Intrado's argument that it is asking for the same kind of arrangements Verizon requires of other carriers is based on the notion that because Verizon requires CLECs to bring their traffic to a POI within Verizon's network, it is only fair to require Verizon to bring its traffic to a POI within the CLEC's network. This *policy* argument again ignores the *law*, which states that the POI must be within the ILEC's network, so that is why CLECs exchange their traffic and Verizon traffic at the POI within Verizon's network.

The issue with respect to POI placement is driving Intrado's network architecture proposal and, therefore, this arbitration. As Verizon points out in its positions on other issues, Intrado's proposals and related language for resolving a number of issues in the arbitration incorrectly assume that Verizon must interconnect with Intrado on Intrado's network and bear all transport costs to reach Intrado's network from each affected end office. Once the Commission rejects Intrado's unlawful position on Issue 3, it must necessarily reject Intrado's positions on many of the other issues, as Verizon points out here and in its prefiled testimony.

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

Sometimes, a 911 call may be directed to the wrong PSAP. This may occur, for example, in the case of a wireless call because of a lack of identification of the caller's

⁸ *Petition for Arbitration of an Interconnection Agreement Between Intrado Comm. Inc. and Verizon New England Inc. d/b/a Verizon Massachusetts*, Arbitration Order, DTC 08-09 ("Mass. Order") (May 8, 2009) (attached to Verizon's Direct Testimony as Ex. 6), at 32-33.

exact location. In the case of a misdirected 911 call, the PSAP that received the call may wish to transfer the call to the correct PSAP.

Verizon does not disagree with Intrado that inter-selective router trunking (that is, trunking between Verizon's selective router serving a PSAP and Intrado's selective router serving a different PSAP) permits PSAPs to communicate with each other and allows misdirected calls to be routed to the appropriate PSAP. However, the details of Intrado's specific inter-selective router trunking proposal are unacceptable for a number of reasons.

First, and most fundamentally, Intrado's inter-selective router trunking proposal assumes that Intrado may force Verizon to deliver 911 calls being transferred from a Verizon-served PSAP to an Intrado-served PSAP at a POI within Intrado's network. As Verizon explained in response to Issue 3, Verizon cannot lawfully be forced to build out its network to POIs within Intrado's network and bear all of those transport costs. The Commission should therefore reject Intrado's proposal and associated language for Issue 4.

Second, even if Intrado's network architecture proposal weren't unlawful (and it is), the PSAPs served by Verizon and Intrado must agree to transfer misdirected 911 calls between them before such transfers can occur. The agreement between Verizon and Intrado cannot impose upon PSAPs specific interoperability provisions without their consent, as Intrado seeks to do. Verizon does not seek to dictate to PSAPs such arrangements; rather, where PSAPs have agreed to transfer calls between themselves, Verizon will work with Intrado to establish arrangements for these transfers. But the

interconnection agreement cannot purport to control the conduct of third parties or the services that can be sold to them.

Third, as the Ohio Commission found, call transfer routing capability between PSAPs does not even involve Section 251(c) interconnection,⁹ so Intrado's proposed provisions do not belong in the interconnection agreement it seeks here.

Fourth, Intrado's proposed language specifies particular activities to be undertaken by the parties in support of Intrado's proposed call transfer methodology – specifically Intrado's language would require the parties to maintain inter-911-selective router dial plans. (Intrado proposed 911 Attachment, Section 1.4.4.) Verizon agrees that current dial plans are necessary to ensure proper transfers of calls between companies' selective routers, and Verizon is willing to provide this information to Intrado just as it does to other providers. But this is an activity better left to industry practice than explicit contractual requirements as proposed by Intrado, and Intrado's proposals should be rejected for this reason, as well.

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

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

⁹ *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 8, 36 (Sept. 24, 2008) (attached to Verizon's Direct Testimony as Ex. 9); *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"), at 5-6 (Oct. 8, 2008) (attached to Verizon's Direct Testimony as Ex. 10).

forecasts of the number of trunks Intrado would need to provide for the exchange of traffic with Verizon. Intrado's revision would serve no useful purpose, imposes an unnecessary burden on Verizon, and should not be included in the parties' interconnection agreement.

Intrado argues that trunk forecasting obligations should apply equally to both parties because they will be used to support the "mutual exchange of traffic" between Intrado and Verizon. (Hicks DT at 21.) But there will not be any "mutual exchange of traffic" between Verizon and Intrado, as Verizon would have under its interconnection agreements with CLECs. Again, Intrado's only potential customers – PSAPs – will not be calling Verizon's customers. Because the premise of Intrado's argument is wrong, its argument fails.

Intrado, not Verizon, will be in the best position to undertake forecasting of the number of trunks necessary for traffic flowing from Verizon to Intrado. These trunking needs will depend on Intrado's success in the market, which is something Verizon cannot predict, and Intrado will be able to track the volume of traffic passing through its network to the PSAP. In addition, to the extent Intrado signs up PSAPs as customers, those PSAPS will have the best knowledge of the volume of all calls (not just Verizon's) from Verizon's serving area to the PSAP. As the West Virginia Commission found, Intrado's "PSAP customers will be known to and will have a business relationship with Intrado, but not with Verizon," so "Intrado will be better positioned than Verizon to compile the data Intrado seeks."¹⁰ The Massachusetts DTC agreed:

The Department agrees with Verizon that PSAPs (or the State 911 Department) will be better able to provide Intrado with misdirected call information. To the extent that Intrado will need certain other

¹⁰ *W.V. Order* at 4.

traffic and usage data, the Department finds that Intrado's need is sufficiently met through the agreed-upon language of 911 Attachment § 1.5.5 and information that it may obtain from the State 911 Department. Therefore, the Department finds that Verizon's proposed language in 911 Attachment § 1.6.2 is reasonable, and the parties shall adopt it in the interconnection agreement.

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

In any event, to the extent Intrado has a legitimate need for forecasts, that need will be fully met through the agreed-upon language in Section 1.5.5 of the 911 Attachment, which states:

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

As the Massachusetts DTC found, this language, which requires Intrado and Verizon to cooperate in updating arrangements for traffic exchange, will assure that Intrado will receive the type and quantity of information it needs to assure adequate trunking between the parties' networks.

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

This issue is related to Issue 3, whether Verizon can be forced to interconnect with Intrado at POIs on Intrado's network. Verizon's proposed Section 1.5 of the 911 Attachment correctly recognizes that interconnection will occur on Verizon's network, and that certain steps need to be taken to initiate service at technically feasible points on Verizon's network where the Parties are not already interconnected. Intrado's competing language, however, assumes that Intrado may require as many POIs on its network as it wishes and that Verizon will provide Intrado information about those

interconnection arrangements; and, further, that there will be a need, each time Intrado signs up a new PSAP customer, for Verizon to establish new direct trunks from Verizon's end offices to a POI on Intrado's network (*see also* Verizon's response to Issue 12). Because Intrado's language for Section 1.5 of the 911 Attachment reflects the erroneous notion that Verizon must interconnect with Intrado on Intrado's network, it must be rejected.

ISSUE 12 HOW WILL THE PARTIES ROUTE 911/E-911 CALLS TO EACH OTHER?

This issue, again, is related to Issue 3, regarding location of the POI. Intrado seeks not only to designate POIs anywhere it wishes on its own network, but to dictate how Verizon gets its end users' 911 calls to those POIs—in other words, Intrado seeks to control how Verizon will route Verizon's end users' calls through Verizon's own network on Verizon's side of the POI. Intrado's proposal would require Verizon to buy or build a minimum of two additional direct trunks from its end offices in areas where Intrado is the designated 911 service provider to an unspecified number of POIs somewhere on Intrado's network. Intrado's direct trunking proposal also means that Verizon could no longer use its selective routers to sort 911 calls, so Intrado expects Verizon to deploy – and pay for – some kind of new, as-yet-unknown call sorting capability in Verizon's end office switches where Intrado wants Verizon to deploy direct trunks.

Intrado's direct trunking proposal would affect not just Verizon, but CLECs and wireless carriers that today interconnect at Verizon's selective router. Where Intrado serves a PSAP, it will need to deliver all calls from all carriers' end users, not just Verizon's end users. If Intrado's direct trunking proposal were to be approved, all

CLECs and wireless carriers – not just Verizon – would have to direct trunk their 911 calls to Intrado. Intrado would require Verizon (and other carriers) to bear all the costs of its expensive and unprecedented proposal, which would require Verizon (and other carriers) to build a new 911 network for Intrado.

Intrado does not, and cannot, cite any law to support its unprecedented proposal. Again, it ignores the plain requirement of the Act and the FCC's rules for Intrado to interconnect on Verizon's network, not Intrado's network. It merely claims that Verizon itself uses dedicated trunks within its own network to route 911 calls from its end users to PSAPs (although, in fact, Verizon routes calls from its end users to PSAPs via Verizon 911 selective routers), and that it "requires" CLECs to use dedicated trunking to deliver 911 calls to Verizon's 911 selective routers. (Hicks DT at 27.) Once again, neither Verizon nor anyone else uses the "interconnection" arrangement Intrado is proposing. As Verizon has explained, interconnection with Verizon's network by CLECs and other ILECs (which, unlike Intrado, provide dial-tone service, along with 911 capability, to business and residential customers) is fundamentally different from Intrado's proposed method of "interconnection" with Verizon's network. Intrado's proposed network architecture for 911 calls is completely novel and no ILEC has been forced to implement it anywhere.

Intrado suggests that the burdens it seeks to impose upon others are justified by the purported greater reliability of its proposals. (Intrado/Verizon Petition at 24; Hicks DT at 31-33.) That *policy* argument, again, has nothing to do with the *law* that the Commission must apply here, but Intrado's untested approach is, in any event, more likely to undermine than promote network reliability. Among other things, Intrado cannot

force its direct trunking approach on other carriers, which have no obligation to enter the agreements Intrado contemplates, and no obligation to build direct trunks to Intrado. Indeed, as noted, the Ohio Commission's lack of confidence in the reliability of Intrado's direct trunking proposal was among the concerns that led that Commission to reject it (*Ohio Intrado/Embarq Order* at 33; *Ohio Intrado/CBT Order* at 15), and 911 entities in West Virginia and Texas raised concerns about the same proposal to change call routing methods.¹¹ This Commission was, likewise, concerned about the public safety implications of Intrado's plan for potentially "transporting 911/E911 emergency calls up and down the state or perhaps even out of state." (*Intrado/AT&T Order* at 8; *see also Intrado/Embarq Order* at 7.)

If Intrado wants a new kind of 911 network, Intrado is free to deploy it (to the extent it is consistent with any applicable 911 law or rules in Florida). But nothing requires Verizon and its end users to subsidize Intrado's business plan, and nothing gives Intrado the right to dictate how Verizon and other carriers design, engineer and route traffic on their own networks.

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

Verizon opposes Intrado's language inaccurately describing Verizon's 911 facilities. Intrado's language with respect to Verizon's "Tandem/Selective Router(s)" is deliberately vague as to the function of these routers – which Verizon's language makes

¹¹ Letter from R. Hoge, Secretary, West Virginia Enhanced 9-1-1 Council, Inc. to S. Squire, Exec. Secretary, W.V. Pub. Serv. Comm'n, filed in Docket 08-0298-T-PC, dated Nov. 7, 2008 (attached to Verizon Direct Testimony as Ex. 8); *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 GTE Southwest d/b/a 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 2-3 (filed Oct. 17, 2008) (attached to Verizon Direct Testimony as Ex. 7).

clear is to route 911 calls to PSAPs – in order to advance Intrado’s objective of forcing Verizon to bypass its own 911 tandem/selective routers. In addition, Intrado’s language does not reflect the location of a 911 Tandem/Selective Router in Verizon’s network – that is, at a point between Verizon’s end offices and the PSAPs. Verizon proposed alternative compromise language in its direct testimony (at 51) that accurately describes Verizon’s 911 facilities and that should resolve the dispute. Verizon’s compromise language accurately describes the key function performed by Verizon’s 911 tandem/selective routers in Verizon’s network—that is, routing calls from the Verizon end offices from which 911 calls originate to PSAPs. Verizon’s compromise language is also consistent with Verizon’s proposed definition of “911 Tandem/Selective Router” in Glossary § 2.64 and properly reflects those instances in which Verizon has been selected to manage the ALI database. Only Verizon’s proposed language accurately describes Verizon’s network arrangements and capabilities, so it should be adopted.

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

Verizon does not disagree that the parties must cooperate to ensure that misdirected 911 calls are directed to the right PSAP, and Verizon has agreed to language requiring the parties to “establish mutually acceptable arrangements and procedures for inclusion of Verizon End User data in the ALI Database” for areas where Intrado is the 911 provider and manages the ALI (automatic location identification) database. (Interconnection Agreement, 911 Attachment, Section 1.2.) But Verizon does not agree that Intrado’s specific language with regard to ALI steering tables belongs in an interconnection agreement.

As Intrado has acknowledged in other arbitrations with Verizon, the ALI function is an information service. Because the FCC has determined that the provision of caller location information to a PSAP is an information service, not a telecommunications service,¹² it falls outside the scope of an interconnection agreement arbitrated under Sections 251 and 252 of the Act. Verizon does have agreements that address ALI issues (including one with Intrado), but they are commercial agreements, and there is no language in them that says Verizon must “maintain” another E911 service provider’s steering tables, as Intrado unreasonably proposes here. If Intrado believes that it needs new terms relating to ALI arrangements, those terms are properly addressed outside a Section 251/252 arbitration.

ISSUE 15 SHOULD CERTAIN DEFINITIONS RELATED TO THE PARTIES’ PROVISION OF 911/E911 SERVICE BE INCLUDED IN THE ICA AND WHAT DEFINITIONS SHOULD BE USED? (Glossary §§ 2.6 (“ANI”), 2.63 (“911/E-911 Service Provider”), 2.64 (“911 Tandem/Selective Router”), 2.67 (“POI”), 2.94 (“Verizon 911 Tandem/Selective Router”), and 2.95 (“Verizon 911 Tandem/Selective Router Interconnection Wire Center”).

The true source of the parties’ dispute about the definitions under Issue 15, like many others in this arbitration, relate to the parties’ fundamental dispute about network architecture – specifically, Intrado’s unlawful proposal for Verizon to interconnect with Intrado at multiple, unspecified points within Intrado’s network by means of direct trunks supplied by Verizon that would bypass Verizon’s 911 selective routers. Because Intrado’s definitions for Issue 15 incorrectly assume that Intrado can force Verizon to interconnect at POIs on Intrado’s own network, they should be rejected.

¹² *Bell Operating Companies Petition for Forbearance from Application of Section 272 of the Communications Act of 1934, as amended, to Certain Activities*, CC Docket 96-149, Memorandum Opinion and Order, 13 FCC Rcd 2627, ¶ 17 (1998).

Aside from that fundamental problem, Intrado's language does not accurately reflect the structure of Verizon's network and the location and operation of 911 Tandem/Selective Routers in Verizon's network. Verizon's references to "911 Tandem/Selective Router" and "Verizon 911 Tandem/Selective Router," unlike Intrado's definitions, make clear that in Verizon's network, the 911 Tandem/Selective Router is located between the Verizon end office and the PSAP and may be used to route calls from the Verizon end office to Intrado's POI. Intrado's opposition to Verizon's language reflects its unlawful proposal for Verizon to forego use of its 911 Tandem/Selective Routers.

Including Verizon's proposed definition of "Verizon 911 Tandem/Selective Router Interconnection Wire Center" also is appropriate because one of the POIs on Verizon's network is specifically stated in the 911 Attachment to be a "Verizon 911 Tandem/Selective Router Interconnection Wire Center." Intrado has no legitimate reason to propose deleting this language.

Intrado's proposed definition of "ANI" in Glossary Section 2.6 is related to Intrado-proposed language in the 911 Attachment that includes an express requirement that Verizon deliver 911 calls to Intrado with ANI. Since the Commission should reject Intrado's proposed language for the 911 Attachment for the reasons set out under Issues 3 and 4, above, there will be no need for a definition of ANI. Moreover, there is no need to set out in the 911 Attachment language requiring Verizon to deliver 911 calls to Intrado with ANI, because technical aspects of call transport such as this should be left to the evolving requirements of applicable law and industry practice.

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

The Attachments to the interconnection agreement (such as the Collocation Attachment, Verizon-proposed 911 Attachment and Verizon-proposed Pricing Attachment) set out the charges that Verizon will bill for services it provides under the interconnection agreement. Intrado does not dispute the standard rates Verizon proposes in Appendix A of the Pricing Attachment, but it has inappropriately proposed to delete much of Verizon's rate-related language in the 911 Attachment and the Pricing Attachment.

Intrado's position here is, again, related to its incorrect view that it may force Verizon to build out and interconnect at Intrado-designated POIs on Intrado's own network. In particular, because Intrado must interconnect with Verizon within Verizon's network, there should also be no Intrado charges for Intrado-provided facilities that carry 911 calls and no charges for interconnection within Intrado's network. The Commission should, therefore, strike all Intrado-proposed charges from the draft agreement, as the West Virginia Commission and the Massachusetts DTC did. (*Mass. Order*, at 78 ("because Verizon is not required to interconnect at POIs on Intrado's network, then Intrado's proposed interconnection charges in Appendix A are inapplicable"); *W.V. Award*, at 28 ("Since Intrado will be interconnecting at a POI on Verizon's network, there should be no charges to Verizon from Intrado for interconnection.").)

Intrado argues that it should be able to charge for ports on its network because it alleges that Verizon imposes trunk port charges on carriers that send 911 calls through Verizon's network and Intrado's rates are similar to Verizon's. (Sorensen DT at 34-35.) Even if Verizon were required to interconnect within Intrado's network (and it is not), Intrado's rationale for its charge—that Verizon assesses such charges on other carriers—is wrong. Verizon does not charge other carriers for interconnecting to its 911 Tandems/Selective Routers to deliver their customers' 911 calls to Verizon-served PSAPs in Florida. The Commission cannot approve Intrado's proposed rates based on similar Verizon charges because none exist.

In addition, the rates Intrado proposes for what Mr. Hicks calls "port" or "termination" charges, but which are not specified as such in the contract (where they bear only the cryptic labels of "Per DS1" and "Per DS0"), are completely arbitrary and unsupported by any cost or other evidence. It is not clear from Intrado's proposed language what activities these charges are supposed to cover, let alone how the proposed charges for these unspecified features were developed. The Commission should reject Intrado's mystery charges.

Finally, the parties have agreed that the transport and termination of 911 calls will be handled on a non-charged basis. Thus, the Commission should reject Intrado's language in Section 1.7 of the 911 Attachment that might allow Intrado to bill Verizon *charges for the transport and termination of 911 calls from Verizon end users to PSAPs served by Intrado or for the transport and termination of 911 calls transferred from Verizon-served PSAPs to Intrado-served PSAPs.*

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

Verizon’s proposed 911 Attachment and the Pricing Attachment would apply applicable tariffed rates to services that Intrado may take, but for which prices are not stated in the agreement. In other words, tariffed rates would apply to tariffed services. Intrado opposes Verizon’s references to tariffed pricing. The Pricing Attachment provides for the rates for Verizon’s services to be as set out in its tariffs, and in the absence of a tariff rate, as set out in Appendix A to the Pricing Attachment.

The application of tariffed rates, where they exist, is appropriate to ensure that Intrado receives the same, non-discriminatory pricing that CLECs receive (and that Intrado does not receive more favorable treatment than CLECs). In addition, applying tariff rates for the services Intrado may purchase from Verizon is appropriate because these rates are subject to Commission review in accordance with applicable legal standards.

Intrado’s proposal to limit the tariffs that apply to those that are specifically cited in the agreement or in Appendix A of the Pricing Attachment is unreasonable because neither Verizon nor Intrado can identify in advance each of the tariffs, tariff rates and sections that might apply to particular services that Intrado might possibly purchase at some point in the future. It is, therefore, infeasible for the parties to list every tariff provision and price that might apply to any service or service configuration Intrado

someday might order. Verizon's generic tariff references are a standard part of Verizon's interconnection agreements with CLECs. Verizon's approach is proven and workable and it has not had any of the nefarious effects Intrado posits.

Intrado also opposes tariff references because it claims to be entitled to rates and charges developed pursuant to Section 252 of the Act for its interconnection agreements (Sorensen DT at 35), apparently for anything it might order from Verizon. Intrado is wrong. The mere fact that Intrado (and only Intrado) labels a service or feature an interconnection element does not make it subject to Section 252(d) – that is, TELRIC-pricing. The Commission has determined what elements must be priced at TELRIC and Verizon offers those elements at TELRIC-based prices. Intrado is not entitled to anything else at TELRIC prices, and Verizon is entitled to have Intrado pay the same tariffed rates that CLECs pay for the same services.

Finally, Verizon has proposed language in Section 1.5 of the Pricing Attachment that addresses the question of how “TBD” (to be determined) rates will be replaced with actual rates. The Commission should adopt this language, which would allow TBD rates to be replaced with rates required, approved or otherwise allowed to go into effect by the Commission.

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

The rates of Verizon, as an ILEC, have historically been subject to thorough Commission scrutiny and therefore are subject to a presumption of reasonableness. If Intrado wants to charge Verizon higher rates, Intrado should be required to show, based on its costs, that its proposed rates are reasonable.

Intrado complains that Verizon's proposal is "one-sided" and that it "may have the effect of forcing Intrado Comm to lower its rates without competitive justification." (Sorensen DT at 36.) Intrado's claim that Verizon's proposal is one-sided makes no sense; Verizon is not aware of any requirement anywhere for an ILEC to benchmark to CLEC rates, while the approach of benchmarking CLEC rates to ILEC rates is a standard part of Verizon's interconnection agreements and is commonly used by lawmakers and regulators to prevent CLEC pricing abuses (for example, in the reciprocal compensation and switched access contexts).

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

Intrado wishes to have the right to renegotiate the interconnection agreement to expand it to cover not only 911 calls, but other types of traffic, such as reciprocal compensation traffic. In effect, Intrado is seeking to retain the benefit of any provisions already obtained by it through negotiation or arbitration and then add to them provisions associated with actual exchange of local traffic with Verizon (other than Intrado just handling 911/E-911 calls from Verizon's end users). This is an unfair provision and inconsistent with the approach contemplated by Congress that all of the provisions of the agreement should be subject to negotiation by the parties, because it would allow Intrado to retain any provisions it finds favorable resulting from the current round of negotiation and arbitration, and then add to them new provisions from another round of negotiation and arbitration.

Intrado's proposal also is inconsistent with the FCC's section 252(i) adoption rule, 47 C.F.R. § 51.809, which prohibits requesting carriers from being able to "pick-

and-choose” favorable contract terms and conditions. If Intrado wishes to greatly expand the scope of the agreement, it should terminate that agreement and negotiate an entirely new interconnection agreement in which all of the provisions will be eligible for renegotiation and the parties will be able to engage in a fair and balanced trade off of one provision against another.

Assuming the Commission even reaches this issue, it should find, as the West Virginia Commission did, that Intrado’s proposal is contrary to the Act’s requirement to make available to requesting carriers agreements *in their entirety*, not pieces of agreements. (*W.V. Award*, at 26.) That finding would also be consistent with the Massachusetts DTC’s rejection of Intrado’s proposed language based on the unique circumstances surrounding Intrado’s request for interconnection and potential conflict with the FCC’s “pick-and-choose” rule. (*Mass Order*, at 85-86.)

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

Verizon’s term, “a caller,” must be retained in order for Section 1.1.1 to be clear. Intrado is seeking interconnection with Verizon so that Verizon’s end users calling 911 can reach PSAPs that are served by Intrado. For Verizon’s end users to summon emergency services, they must place a call to 911 – that is, be “a caller.” Verizon’s proposed inclusion of the phrase “a caller” in Section 1.1.1 of the 911 Attachment accurately describes the access that 911 arrangements provide to a caller, and there is no legitimate reason for Intrado to object to this simple clarification. Intrado argues that Verizon’s inclusion of the phrase “a caller” in the language at issue is unnecessary because “there is no reason for the provision to include what entity is dialing 911.” (Sorensen DT at 40.) This explanation makes no sense. First, Intrado is seeking

interconnection with Verizon so that Verizon customers calling 911 can reach PSAPs that are served by Intrado. No other “entities” would call 911. Verizon’s customers acquire access to the appropriate PSAP by dialing a 3-digit universal telephone number, “911.” In other words, for Verizon’s end user customers to summon emergency services, they must place a call to 911—that is, be “a caller.” Verizon’s proposed inclusion of the phrase “a caller” in § 1.1.1 of the 911 Attachment accurately describes the access that 911/E911 arrangements provide to a caller, and there is no legitimate reason for Intrado to object to this simple clarification, as the West Virginia Arbitrator concluded. (*W.V. Award*, at 26.)

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

Sections 1.7.2 and 1.7.3 of the 911 Attachment list services for which the parties will not bill each other, including, among other things, intercarrier compensation for 911 calls. Intrado seeks to introduce ambiguity into these provisions with a qualification that they will apply “[e]xcept as otherwise set forth in this Agreement or in Appendix A to the Pricing Attachment.” Intrado has offered no legitimate reason for this qualification, which will – and is likely intended to – give Intrado room to undermine its agreement not to charge for the services listed in Sections 1.7.2 and 1.7.3. The Commission should reject Intrado’s language as unnecessarily inviting disputes.

The Commission should reject Intrado’s language for Section 1.7.3 for the additional reason that it states that Verizon will interconnect on Intrado’s network and will pay for any unspecified “services, facilities and/or arrangements” related to that interconnection on Intrado’s network. As Verizon explained in response to Issue 3,

Verizon cannot be required to interconnect on Intrado's network and cannot be required to pay unspecified, unexplained charges for doing so (see Verizon's position on Issue 34). Because Intrado must interconnect within Verizon's network, Intrado should not be billing Verizon any charges for interconnection or facilities for transport of 911 calls, as Intrado's language might allow it to do. In addition, Intrado should not be billing Verizon charges in connection with the ALI database or the MSAG (as Intrado's language might also allow it to do), but must recover these costs from the applicable government agency as part of the 911 services Intrado provides for the PSAP.

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

No. The agreed-upon language for sections 2.3 and 2.4 of the 911 Attachment specifies that nothing in the Agreement shall prevent Verizon or Intrado from billing PSAPs for specified services, facilities and arrangements. Intrado seeks to qualify this language with the phrase "[t]o the extent permitted under the Parties' Tariffs and Applicable Law." *Intrado's addition is unacceptable because 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 once again reject Intrado's attempt to intrude upon ILECs' relationships with third parties, as it did before when the Commission denied Intrado's*

request for declaratory ruling that neither Intrado nor the PSAP would have any obligation to pay the ILEC for anything once a PSAP selected Intrado to provide 911 services. As the Commission stated there:

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

Intrado is pursuing that same objective here, and the Commission should have the same response. It should reject Intrado's assumption that ILECs can and will never provide PSAPs any 911 services once they designate Intrado as their primary 911 provider.

Indeed, none of the other Commissions that have ruled on Intrado's arbitration petitions with Verizon have approved Intrado's proposed language.

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

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

(*Mass. Order*, at 70.)

¹³ *Petition for Declaratory Statement Regarding Local Exchange Telecommunications Network Emergency 911 Service, by Intrado Comm. Inc.*, Order Denying Amended Petition for Declaratory Statement, Order No. PSC-08-0374-DS-TP, at 14 (June 4, 2008).

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

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

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

The Ohio Commission agreed that:

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

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

The Ohio Commission, therefore, ordered contract language making clear that “one carrier’s tariffs are not binding on another carrier,” as Intrado’s language incorrectly suggested. (*Id.*)

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

Verizon’s proposed language for Section 2.5 of the 911 Attachment states that nothing in the interconnection agreement “shall be deemed to prevent Verizon from delivering 911/E-911 Calls directly to a PSAP for which Intrado is the 911/E-911 Service Provider.” Intrado has complained that this language should be reciprocal and should be conditioned with language reflecting that interconnection must be authorized by the PSAP. To make Section 2.5 reciprocal, Verizon proposed a revised Section 2.5 and a new section 2.6 as follows:

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

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

However, Verizon does not agree that these sections should be qualified by language that interconnection must be authorized by the PSAP. This condition is not appropriate and is intended to advance Intrado's objective of denying Verizon cost recovery for 911-related functions that Verizon may continue to provide in certain instances where Intrado is the designated 911 provider. Whether a party has a right to deliver calls to a PSAP is a matter between that party and the PSAP and is outside of the scope of the agreement between Verizon and Intrado. The Commission should, therefore, adopt Verizon's language for Sections 2.5 and 2.6 of the 911 Attachment.

5. Stipulated Issues

There are no stipulated issues.

6. Pending Motions and Other Matters

There are no pending motions at this time, but Verizon will soon file a motion for a *summary final order* asking the Commission to issue a final order dismissing Intrado's petition and finding, as it did twice before, that Intrado's Intelligent Emergency Network® 911 services do not entitle it to arbitration of an interconnection agreement.

7. Pending Requests for Confidentiality

Verizon is aware of no currently pending requests for confidential classification or motions for protective orders.

8. Objections to a Witness's Qualifications as an Expert

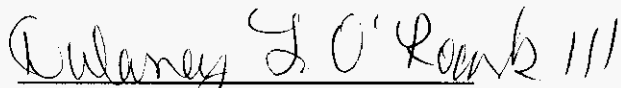
Verizon has no objections to a witness's expert qualifications at this time.

9. Procedural Requirements

Verizon is unaware of any requirements set forth in the Commission's Order Establishing Procedure that cannot be complied with at this time.

Respectfully submitted on August 5, 2009.

By:

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