

**Before the
FEDERAL COMMUNICATIONS COMMISSION**
Washington, D.C. 20554

In the Matter of the Petition)
of Intrado Communications of Virginia Inc. for Arbitration)
Pursuant to Section 252(b) of the Communications Act) WC Docket No. 08-33
of 1934, as amended, to Establish an Interconnection)
Agreement with Central Telephone Company of Virginia)
and United Telephone - Southeast, Inc.)
(collectively, "Embarq"))
)
)
)

In the Matter of the Petition of)
Intrado Communications of Virginia Inc. for Arbitration)
Pursuant to Section 252(b) of the Communications Act) WC Docket No. 08-185
of 1934, as amended, to Establish an Interconnection)
Agreement with Verizon South Inc. and Verizon Virginia)
Inc. (collectively, "Verizon"))
)
)

REPLY OF INTRADO COMMUNICATIONS OF VIRGINIA INC.

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REPLY OF INTRADO COMMUNICATIONS OF VIRGINIA INC.

Intrado Communications of Virginia Inc. (“Intrado Comm”), through its attorneys, respectfully submits its Reply to the Response filed by Verizon South Inc. and Verizon Virginia Inc. (collectively, “Verizon”) with respect to Intrado Comm’s Petition for Arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Verizon pursuant to Section 252(b) of the Communications Act of 1934, as amended (“Act”).¹ The Wireline Competition Bureau (“Bureau”) of the Federal Communications Commission (“Commission”) should adopt Intrado Comm’s positions and proposed interconnection agreement language as set forth herein and in Intrado Comm’s Petition for Arbitration for the unresolved issues between the Parties.

¹ 47 U.S.C. § 252(b).

INTRODUCTION AND SUMMARY

Verizon's Response demonstrates that Verizon seeks to continue to use its monopoly position as a dominant provider of 911/E-911 services to Virginia public safety agencies and public service answering points ("PSAPs")² to impede Intrado Comm's entry into the market. Verizon's apparent objective is to prevent competition in contravention of the goals of the Act. Despite Verizon's attempt to shield its monopoly from competition, Virginia public safety agencies are legally entitled to choose a competitive provider such as Intrado Comm. The opening of the local exchange market to competition via Section 251(c) was "intended to pave the way for enhanced competition in all telecommunications markets, by allowing all providers to enter all markets."³ This includes the provision of 911/E-911 services to PSAPs.

Since its inception in 1968, 911 service has been treated as telephone exchange service by incumbent local exchange carriers ("ILECs") like Verizon and has been regulated as telephone exchange service by the states.⁴ Only now when Verizon is faced with the prospect of competition in one of its last monopoly markets does it claim that competitive 911/E-911 service to PSAPs is not a telephone exchange service and is thus not entitled to 251(c) interconnection. Verizon presents this ridiculous position because it realizes that Intrado Comm cannot offer its competitive 911/E-911 product to Virginia public safety agencies without establishing the

² For ease of reference, Intrado Comm uses the term "PSAP" to refer to any Virginia public safety agency or governmental authority that may be responsible for purchasing 911/E-911 services to ensure consumers living in the relevant geographic area can reach emergency responders.

³ *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, 11 FCC Rcd 15499, ¶ 4 (1996) ("*Local Competition Order*") (emphasis added) (intervening history omitted), *aff'd by AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366 (1999).

⁴ For example, 911/E-911 services to PSAPs are located in the ILECs local exchange service tariffs, and have been classified as "business exchange service" or "telephone exchange network service." See, e.g., Verizon Virginia Inc. Miscellaneous Service Arrangements Tariff, 14A. Emergency 911 Services, Original Page 10 (effective July 1, 2005); United Telephone Southeast LLC, Tariff SCC No. 1, General Subscriber Services Tariff, Section U21.1, Original Page 1 (effective May 20, 2008).

necessary interconnection and interoperability arrangements with the public switched telephone network (“PSTN”) to which all 911 callers and PSAPs are connected.⁵ As demonstrated below, Intrado Comm’s planned 911/E-911 service to PSAPs meets the definition of “telephone exchange service” thereby entitling Intrado Comm to Section 251(c) interconnection with Verizon. Verizon’s arguments to the contrary are legally and factually incorrect and should be rejected.

Further, Verizon’s claim that this is simply another arbitration proceeding between an ILEC and a competitive local exchange carrier (“CLEC”) and the type of competitive service to be offered - 911 service to PSAPs - is irrelevant to evaluating interconnection arrangements, should also be rejected.⁶ There is not a single CLEC that is interconnected with Verizon for the purpose of **competing with Verizon** to provide 911/E-911 services to PSAPs. The CLECs interconnected with Verizon today provide competitive residential and business services. This proceeding, however, is about interconnection arrangements to be established between Intrado Comm and Verizon that will permit Intrado Comm to provide competitive 911 services to PSAPs. As Section 251(c) recognizes, the interconnection arrangements established between the Parties as a result of this arbitration proceeding will have a direct effect on the quality of service provided to Virginia public safety agencies, and consequently, to Virginia consumers. If Intrado Comm is denied access to physical interconnection arrangements that are at least equal in quality

⁵ As explained below, the issue of whether Intrado Comm is entitled to Section 251(c) interconnection is not a matter for arbitration that has been presented to the Commission for resolution in either Intrado Comm’s Petition for Arbitration or Verizon’s Response.

⁶ Verizon Response at 4.

to what Verizon has established for its own 911 service to PSAPs today, PSAPs will not realize the benefits of competition intended by the Act.⁷

Section 251(c) contemplates and allows for Intrado Comm's interconnection proposals for the competitive provision of 911 service to PSAPs despite Verizon's arguments to the contrary.⁸ Existing 251(c) requirements and Commission precedent have focused on interconnection for plain old telephone service ("POTS") traffic. While those rules and regulations are important, they do not foreclose a review of the statute, rules, and policies from the perspective of the best interconnection arrangements for the competitive provision of 911/E-911 services to PSAPs, which is at issue here. Verizon itself has decided that network interconnection arrangements for the provision of 911 services to PSAPs should be different from those used for POTS traffic. Interconnection arrangements and the rules designed for the competitive provision of POTS should not alter or prevent the application of the statutory requirement that competitors are entitled to interconnection that is equal in quality to what the ILEC provides to itself.⁹

The critical question is: how does Verizon provide 911/E-911 services to PSAPs today? The only provider of 911/E-911 services to PSAPs in the Verizon service territory is Verizon. Thus, Verizon's own practices (as well as those of the ILECs operating in other geographic areas) have established the standard for service to PSAPs and defined the appropriate network arrangements to be used for the exchange of 911/E-911 traffic in a competitive market. As

⁷ The use of dedicated direct trunks to the appropriate selective router has been the arrangement used for 911 services since their inception. *See, e.g., Revision of the Commission's Rules to Ensure Compatibility with Enhanced Emergency 911 Calling Systems*, 9 FCC Rcd 6170, ¶ 4 (1994) (discussing the routing of emergency telephone calls "over dedicated telephone lines").

⁸ Verizon Response at 4.

⁹ 47 U.S.C. § 251(c)(2)(C).

discussed below, this ILEC-developed network interconnection standard for 911 service has also been embraced by the Commission and state commissions.¹⁰ Verizon itself has decided that 911 interconnection arrangements should be different from those used for POTS traffic, and Verizon is required to give Intrado Comm the same arrangements it provides to *itself* when Verizon is serving the PSAP.¹¹ To find otherwise would undermine the entire foundation of Section 251(c) - to ensure competitors receive interconnection that “is at least indistinguishable from that which the incumbent provides itself.”¹² It would be foolish for this proceeding to ignore the existing arrangements used for the provision of 911/E-911 service to PSAPs today. The history of the implementation of 911 service demonstrates that the current physical interconnection architecture was established to ensure public safety.¹³

Specifically, Verizon requires all CLECs and wireless carriers to interconnect at the appropriate selective router, *i.e.*, the selective router serving the PSAP to which the 911 call is destined.¹⁴ This is consistent with the Commission’s mandates that the selective router should be the “cost allocation” point for the exchange of 911/E-911 traffic.¹⁵ Although that finding

¹⁰ See, e.g., *Revision of the Commission’s Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, Request of King County*, 17 FCC Rcd 14789, ¶ 1 (2002) (“*King County Order*”) (finding the selective router is the “cost allocation” point); ILL. ADMIN CODE TIT. 83, § 725.500(c), (x) (requiring all carriers to use dedicated direct trunking “to deliver 9-1-1 calls to the appropriate selective router based on the originating caller’s location and assigned NPA for the 9-1-1 service provider’s selective router coverage area”); TEXAS P.U.C. SUBST. R. 26.435 (stating that carriers are “responsible for providing such dedicated trunks from the [carrier] switching office or point of presence to the 9-1-1 selective router” and requiring carriers to deploy a minimum of two dedicated trunks to each selective router).

¹¹ 47 U.S.C. § 251(c)(2)(C).

¹² *Local Competition Order* ¶ 224.

¹³ See, e.g., *Revision of the Commission’s Rules to Ensure Compatibility with Enhanced Emergency 911 Calling Systems*, 9 FCC Rcd 6170, ¶ 4 (1994) (noting the establishment of 911 network arrangements to ensure that emergency calls “are recognized and answered as emergency calls by professionals trained to assist callers in need of emergency assistance”); see also *id.* ¶ 1 (“we intend to ensure that the effective operation of 911 services is not compromised by new developments in telecommunications”).

¹⁴ Verizon Template Interconnection Agreement at 911 Attachment § 3.2 (Attachment 5 to Intrado Comm VSCC Petition for Arbitration).

¹⁵ *King County Order* ¶ 1.

resulted in “a cost allocation point beyond” the carrier’s switch, the Commission nevertheless found it was appropriate and consistent with industry practice.¹⁶ This arrangement is also consistent with the 911 interconnection arrangements used by Embarq and AT&T,¹⁷ as well as the requirements mandated by several states.¹⁸ It is for these reasons that the Public Utilities Commission of Ohio determined that that the point of interconnection (“POI”) when Intrado Comm is serving the PSAP should be at the selective router of the 911/E-911 network provider and that an ILEC sending 911/E-911 calls to Intrado Comm PSAP customers is responsible for delivering those 911/E-911 calls to an Intrado Comm selective router location.¹⁹

Further, Verizon’s template interconnection agreement mandates the use of dedicated direct trunks for the transmission of 911 calls to the selective router serving the PSAP to which the 911 call is directed.²⁰ This requirement is consistent with the 911 network interconnection

¹⁶ *King County Order* ¶ 11.

¹⁷ *See, e.g.*, AT&T 22-State Template Interconnection Agreement at Attachment 5 Sections 4.1.1, 4.1.2 (stating that “CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T-22STATE E911 SR location” and “CLEC shall be financially responsible for the transport facilities to each AT&T-22STATE E911 SR”), *available at* <https://clec.att.com/clec/shell.cfm?section=115#Multi-State>; Embarq Template Interconnection Agreement at Section 55.1.3 (Attachment 1 to Intrado Comm Embarq VSCC Petition for Arbitration) (stating “Separate trunks will be utilized for connecting CLEC’s switch to each 911/E911 tandem.”).

¹⁸ *See, e.g.*, ILL. ADMIN CODE TIT. 83, § 725.500(x) (requiring all telecommunications carriers to adopt practices and procedures “to deliver 9-1-1 calls to the appropriate selective router based on the originating caller’s location and assigned NPA for the 9-1-1 service provider’s selective router coverage area”); Texas P.U.C. SUBST. R. 26.435 (stating that carriers are “responsible for providing such dedicated trunks from the [carrier] switching office or point of presence to the 9-1-1 selective router” and requiring carriers to deploy a minimum of two dedicated trunks to each selective router).

¹⁹ Ohio Case No. 07-1216-TP-ARB, *Petition of Intrado Communications, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with United Telephone Company of Ohio dba Embarq and United Telephone Company of Indiana dba Embarq Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Arbitration Award at 33 (Sept. 24, 2008) (“*Ohio Embarq Arbitration Award*”); *see also* Ohio Case No. 08-537-TP-ARB, *Petition of Intrado Communications Inc. for Arbitration pursuant to Section 252(b) of the Communications Act of 1934, as Amended, to Establish an Interconnection Agreement with Cincinnati Bell Telephone Company*, Arbitration Award at 8-9 (Oct. 8, 2008) (“*Ohio CBT Arbitration Award*”).

²⁰ Verizon Template Interconnection Agreement at 911 Attachment § 3.2 (Attachment 5 to Intrado Comm VSCC Petition for Arbitration).

arrangements used by other ILECs,²¹ as well as other state commission requirements.²² Illinois Staff recently recommended that Verizon be required to directly trunk 911 traffic from its end offices to the point of interconnection when Intrado Comm is the designated 911/E-911 service provider because “[i]ntermediate switching [of 911/E-911 calls] at Verizon’s selective router would perform no useful network function, and would contribute nothing to 911 system reliability or efficacy” and thus “there is no need for Verizon to route the 911 calls through its selective router.”²³

There is no support in the law for the use of different POI or trunking arrangements when Intrado Comm is 911/E-911 service provider serving the PSAP. Verizon cannot use Section 251(c)(2)(B) as applied to POTS traffic to undermine its equal in quality obligations under 251(c)(2)(C). Verizon itself has ignored 251(c)(2)(B)’s requirements, which permit CLECs to establish a single POI on Verizon’s network and avoid physical or financial obligations beyond the POI. Verizon has adopted interconnection agreement arrangements for CLECs that support a different network architecture for 911 calls to promote public safety.²⁴ The Verizon 911

²¹ See, e.g., AT&T 22-State Template Interconnection Agreement at Attachment 5 Sections 4.1.1, 4.1.2 (stating that “CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T-22STATE E911 SR location” and “CLEC shall be financially responsible for the transport facilities to each AT&T-22STATE E911 SR”), available at <https://clec.att.com/clec/shell.cfm?section=115#Multi-State>; Embarq Template Interconnection Agreement at Section 55.1.3 (Attachment 1 to Intrado Comm Embarq VSCC Petition for Arbitration) (stating “Separate trunks will be utilized for connecting CLEC’s switch to each 911/E911 tandem.”).

²² See, e.g., ILL. ADMIN CODE TIT. 83, § 725.500(c), (x) (requiring the use of dedicated direct trunking to the selective router serving the PSAP); Texas P.U.C. SUBST. R. 26.435 (stating that carriers are “responsible for providing such dedicated trunks from the [carrier] switching office or point of presence to the 9-1-1 selective router” and requiring carriers to deploy a minimum of two dedicated trunks to each selective router).

²³ Illinois Docket No. 08-0550, Direct Testimony of Jeffrey H. Hoagg on behalf of Staff of the Illinois Commerce Commission at 10, lines 221-23 (filed Dec. 19, 2008) (“Illinois Hoagg Staff Testimony”), available at <http://www.icc.illinois.gov/docket/files.aspx?no=08-0550&docId=132117>; Illinois Docket No. 08-0550, Direct Testimony of Kathy Stewart on behalf of Staff of the Illinois Commerce Commission at 4, lines 98-100 (filed Dec. 19, 2008) (“Illinois Stewart Staff Testimony”), available at <http://www.icc.illinois.gov/docket/files.aspx?no=08-0550&docId=132117>.

²⁴ See, e.g., West Virginia Case 08-0298-T-PC, Hearing Transcript at 208, lines 17-25 (Oct. 2, 2008), available at <http://www.psc.state.wv.us/scripts/WebDocket/ViewDocument.cfm?CaseActivityID=250537&NotType='WebDocket'>; Ohio Case 08-198-TP-ARB, Hearing Transcript at 102, lines 15-23 (Jan. 13, 2009) (set forth in Attachment 1).

interconnection arrangements require the CLEC to establish multiple POIs in addition to the POI for POTS and dictate the trunking arrangements to be used on the CLEC's side of those POIs for 911 (two dedicated direct one-way trunks to each 911 POI).²⁵ Everything that Verizon complains about with respect to Intrado Comm's proposed contract language was designed by Verizon and is embodied in Verizon's own template agreements for CLECs to ensure Verizon receives 911 calls destined for its PSAP customers in a specific way.²⁶ The interconnection arrangements sought by Intrado Comm here are the same that Verizon and other ILECs have established for themselves to serve their PSAP customers and are the standard of interconnection to be applied pursuant to Section 251(c)(2)(C) under a request for interconnection to provide competitive 911 services to PSAPs.

The Commission therefore has the authority to adopt the physical architecture arrangements Intrado Comm seeks, which reflect industry practices established by ILECs like Verizon and are consistent with Section 251(c) and the Commission's rules for the provision of 911/E-911 services. It would be a complete reversal of sound engineering, physical architecture decision making, and regulatory policies deemed to serve the public interest to deny a competitor providing 911/E-911 services to PSAPs any interconnection arrangement other than that which mirrors the arrangements established between Verizon and other competitive carriers needing access to Verizon served PSAPs. This is consistent with the laws of statutory construction and

²⁵ It is important to note that Verizon requires the CLEC to route all 911 calls to the "designated" selective router. This means the CLEC must sort its 911 calls in order to determine which Verizon selective router should receive the 911 call. Verizon requires this sorting of wireless carriers who need to complete their customer 911 calls to Verizon PSAP customers also. Thus, while Verizon and other ILECs complain they cannot sort their 911 calls without switching the call through their selective routers, they expect everyone else in the industry to do just that.

²⁶ Intrado Comm agrees with regulators and the ILECs that the best POI for 911 service to PSAPs is at the selective router of the carrier providing the service to the PSAP. When Intrado Comm has customers who call 911 and Verizon is the 911 service provider for the PSAP, Intrado Comm will have a POI at Verizon's selective router for the delivery of the 911 call to the appropriate PSAP. *See* Intrado Comm Petition at Attachment 3, 911 Attachment § 1.3.1.

the intent of the Act. The Act is dynamic so that it can be flexibly applied to adapt to the ever-changing communications industry.²⁷ Accordingly, Intrado Comm's proposed language should be adopted for inclusion in the Parties' interconnection agreement so that Virginia public safety agencies and Virginia citizens dialing 911 receive the most reliable, redundant, and diverse 911 network possible.

ARGUMENT²⁸

I. THRESHOLD ISSUE: INTRADO COMM WILL OFFER TELEPHONE EXCHANGE SERVICE AND IS ENTITLED TO SECTION 251(C) INTERCONNECTION

As explained in Intrado Comm's Petition, the issue of whether Intrado Comm is entitled to Section 251(c) interconnection is not a matter that has been presented to the Commission for arbitration in this proceeding.²⁹ Nor has this issue been raised by either Party in any of the pending arbitration proceedings between Intrado Comm and Verizon.³⁰ This is based on the agreement reached between Intrado Comm and Verizon that Intrado Comm's entitlement to Section 251(c) would not be an issue for arbitration between the Parties. Indeed, when given the opportunity in this proceeding to designate "additional" issues for arbitration, Verizon

²⁷ See, e.g., *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385, ¶ 21 (1999) ("*Advanced Services Order*") (recognizing "[i]n this era of converging technologies, limiting the telephone exchange service definition to voice-based communications would undermine a central goal of the 1996 Act"); see also Intrado Comm Statement of Unresolved Issues at 2-3 (discussing the Commission's broad authority to regulate 911/E-911 services).

²⁸ For Issues 4, 6, 8, 10, 11, 12, 13, 14, and 15, Verizon's Response provides no additional authority or support for its proposed language. As Intrado Comm explained in its Petition for Arbitration, Intrado Comm's proposed language for each of these issues is reasonable and consistent with law or established industry practices. Verizon has provided no legal support otherwise. Accordingly, Intrado Comm's proposed language for these issues should be adopted.

²⁹ Intrado Comm Petition at 16.

³⁰ See, e.g., *See, e.g.*, Verizon Direct Testimony in West Virginia Case No. 08-0298-T-PC at lines 172-74 (filed Sept. 9, 2008), available at <http://www.psc.state.wv.us/scripts/WebDocket/ViewDocument.cfm?CaseActivityID=248548&NotType='WebDocket> ("Verizon has agreed to negotiate and arbitrate an interconnection agreement with Intrado on the same basis it does with any CLEC"). Similar statements are repeated in testimony filed by Verizon in other states. In Texas, the Arbitrators raised the issue on their own motion; Verizon did not affirmatively raise the issue.

specifically stated that there were none.³¹ The Commission’s jurisdiction to arbitrate is specifically limited to the issues raised by the petitioner (*i.e.*, Intrado Comm) and any additional issues identified by the respondent (*i.e.*, Verizon).³²

Verizon is wrong that Intrado Comm’s right to Section 251(c) “is necessarily an issue” in this proceeding because Intrado Comm’s preemption request was based on that issue.³³ Intrado Comm’s preemption request was filed ***before*** the Parties reached agreement that the 251(c) issue would not be presented for arbitration. Moreover, Intrado Comm never requested that the Commission “apply a similar determination” to that in the Embarq proceeding with respect to this issue as Verizon claims.³⁴ Intrado Comm’s request for “similar” treatment was a request for Intrado Comm’s ***preemption*** request in the Verizon proceeding to be treated similarly to Intrado

³¹ Verizon Response at 7.

³² 47 U.S.C. § 252(b)(4)(A). There is no merit to Verizon’s argument that Intrado Comm is not entitled to arbitration outside of Section 251(c). *See* Verizon Response at 4. While Intrado Comm is entitled to interconnection under 251(c), arbitration is permitted for provisions outside of 251(b) and 251(c) in certain circumstances. *See, e.g., Coserv Limited Liability Corporation v. Southwestern Bell Telephone Company*, 350 F.3d 482 (5th Cir. 2003) (“where the parties have voluntarily included in negotiations issues other than those duties required of an ILEC by § 251(b) and (c), those issues are subject to compulsory arbitration under § 252(b)(1). . . . Congress knew that these non-251 issues might be subject to compulsory arbitration if negotiations fail. That is, Congress contemplated that voluntary negotiations might include issues other than those listed in § 251(b) and (c) and still provided that *any issue* left open after unsuccessful negotiation would be subject to arbitration by the [state commission]”) (emphasis in original); Ohio Case No. 08-537-TP-ARB, *Petition of Intrado Communications Inc. for Arbitration pursuant to Section 252(b) of the Communications Act of 1934, as Amended, to Establish an Interconnection Agreement with Cincinnati Bell Telephone Company*, Entry on Rehearing at 11-12 (Jan. 14, 2009) (“*Ohio CBT Rehearing Award*”) (“The Commission agrees with Intrado that a state commission can use its Section 252 arbitration and enforcement authority over all Section 251 agreements.”); Indiana Cause No. 43052-INT-01, *Sprint Communications Company L.P.’s Petition for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, and the Applicable State Laws for Rates Terms and Conditions of Interconnection with Ligonier Telephone Company, Inc.*, Opinion (I.U.R.C. Sept. 6, 2006) (agreeing that Section 251(a) issues may be included in a Section 252 arbitration proceeding); North Dakota Case No. PU-2065-02-465, *Level 3 Communications LLC Interconnection Arbitration Application*, Order (N.D. P.U.C May 30, 2003) (finding the arbitration provisions of Section 252 are available for all Section 251 interconnections, including interconnections under Section 251(a)); Washington Docket No. UT-023043, *Petition for Arbitration of an Interconnection Agreement Between Level 3 Communications, LLC and CenturyTel of Washington, Inc. Pursuant to 47 U.S.C. Section 252*, Seventh Supplemental Order: Affirming Arbitrator’s Report and Decision (Wash. U.T.C. Feb 28, 2003) (“[T]he mechanisms for negotiation, mediation, and arbitration provided by Section 252 apply to requests to negotiate made under Section 251(a).”).

³³ Verizon Statement of Relevant Authority at 4.

³⁴ Verizon Statement of Relevant Authority at 4.

Comm's preemption request in the Embarq proceeding. The "virtually identical issues" identified by the Bureau between the two proceedings was the Virginia commission's failure to act, not whether Intrado Comm is entitled to Section 251(c).³⁵

Thus, there is no basis for inclusion of this issue in Intrado Comm's arbitration proceeding with Verizon. Nonetheless, Intrado Comm is entitled to interconnect with Verizon pursuant to Section 251(c) for Intrado Comm's provision of competitive 911/E-911 services to Virginia PSAPs because competitive 911/E-911 services to PSAPs are "telephone exchange services" for purposes of Section 251(c)(2)(A) of the Act.³⁶

Congress defined "telephone exchange service" in two ways, and a service may satisfy either part of the definition to be considered a telephone exchange service. A telephone exchange service under Part (A) of the definition must:

- (1) furnish subscribers intercommunicating service;
- (2) be within a telephone exchange or within a connected system of telephone exchanges within the same exchange area; and
- (3) be covered by an exchange service charge.³⁷

A telephone exchange service under Part (B) of the definition must:

- (1) be a comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof);
- (2) originate and terminate a telecommunications service; and
- (3) provide subscribers the ability to intercommunicate.³⁸

³⁵ Cf. Verizon Statement of Relevant Authority at 4-5.

³⁶ Intrado Comm acknowledges that its competitive 911/E-911 service offering is not an "exchange access" service as defined in the Act.

³⁷ 47 U.S.C. § 153(47)(A).

The purpose for including the “telephone exchange service” limitation in 251(c) should not be forgotten or overlooked. It does not exist to require an analysis of each local service offered by a carrier, but rather was included to ensure long distance carriers did not attempt to avail themselves of 251(c) interconnection in an effort to circumvent access charges.³⁹ Congress balanced the stick of 251(c) – additional obligations necessary to ensure equal bargaining power for the opening of local markets – with the carrot of the right of ILECs to provide long distance service under Section 271.⁴⁰ Now that Verizon has the rights of 271, it seeks to further limit its obligations under 251(c) to promote competition for a local service where no competition exists today.

As explained below, Intrado Comm’s competitive 911/E-911 service to PSAPs meets the standards of both parts of the federal definition. 911/E-911 service to PSAPs is a telephone exchange service when Verizon provides it to its PSAP customers⁴¹ and it is a telephone exchange service when Intrado Comm provides it. The Commission has stated that a service is a telephone exchange service if it:

- “provides customers with the capability of intercommunicating with other subscribers;”⁴²
- “permits a community of interconnected customers to make calls to one another;”⁴³
- allows for “‘intercommunication’ among subscribers within a local exchange area;”⁴⁴

³⁸ 47 U.S.C. § 153(47)(B); *see also Advanced Services Order* ¶ 30 (finding “intercommunication” is required under Part (B) even though the language of the Act does not state it).

³⁹ *Local Competition Order* ¶ 188.

⁴⁰ *Local Competition Order* ¶ 55.

⁴¹ Verizon’s 911/E-911 service to PSAPs is located in its general exchange tariff and is classified as a “business exchange service” in the tariff. *See Verizon Virginia Inc. Miscellaneous Service Arrangements Tariff*, 14A. Emergency 911 Services, Original Page 10 (effective July 1, 2005).

⁴² *Advanced Services Order* ¶ 23.

⁴³ *Provision of Directory Listing Information under the Telecommunications Act of 1934, as Amended*, 16 FCC Rcd 2736, ¶ 17 (2001) (“*DA Call Completion Order*”).

- includes any “means of communicating information within a local area;”⁴⁵
- “permit[s] communications among subscribers within an exchange or within a connected system of exchanges;”⁴⁶
- ““allows a local caller at his or her request to connect to another local telephone subscriber;””⁴⁷ and
- permits “the provision of individual two-way voice communication by means of a central switching complex to interconnect all subscribers within a geographic area.”⁴⁸

Intrado Comm’s service meets the requirements found in each of these Commission pronouncements, and Verizon’s arguments to the contrary should be rejected.

Intercommunication/Organize and Terminate. The Commission has stated “a key component of telephone exchange service is ‘intercommunication’ among subscribers within a local exchange area.”⁴⁹ A service satisfies the “intercommunication” requirement “as long as it provides customers with the capability of intercommunicating with other subscribers.”⁵⁰ Intrado Comm’s competitive 911/E-911 service allows its PSAP customers to communicate with Intrado Comm’s other PSAP customers and Verizon’s customers. It allows Virginia consumers to make calls to PSAPs and communicate with local emergency personnel. Thus, Intrado Comm’s service “permits a community of interconnected customers to make calls to one another.”⁵¹ This

⁴⁴ *Advanced Services Order* ¶ 30.

⁴⁵ *Advanced Services Order* ¶ 17.

⁴⁶ *Advanced Services Order* ¶ 20.

⁴⁷ *DA Call Completion Order* ¶ 21.

⁴⁸ *Advanced Services Order* ¶ 20.

⁴⁹ *Advanced Services Order* ¶ 30.

⁵⁰ *Advanced Services Order* ¶ 23.

⁵¹ *DA Call Completion Order* ¶ 17.

interconnected community consists of 911 callers, PSAPs, and first responders located in the relevant geographic area.⁵²

For example, a PSAP may receive a 911 call and then “hookflash” to obtain a dial tone and originate a bridged call to a third-party and then connect the originating 911 caller to the third party. In that case, the PSAP can pick up the phone, obtain a dial tone, and originate a call to a third-party. Despite Verizon’s arguments to the contrary,⁵³ the concept of “hookflash” in the 911 environment to initiate a call is no different than what occurs on a daily basis in a typical office environment when calls are transferred (the person transferring the call obtains dial tone to transfer the call to someone else) or when conferencing capabilities are used (the person seeking to initiate a conference obtains dial tone and dials the third-party number). It is not the 911 caller originating the call, it is the PSAP.⁵⁴

Intrado Comm’s service is not “one-way.”⁵⁵ Intrado Comm’s network provides for the capability of two-way communications between 911 callers and emergency responders, and allows Intrado Comm’s public safety agency customers to originate and terminate communications. The key consideration, however, is whether there is two-way communications, not two-way traffic.⁵⁶ Intrado Comm’s 911 service nonetheless satisfies both. It is also very important to note that 911 trunks are generally required under state law to be deployed as one-

⁵² *E911 Requirements for IP-Enabled Service Providers*, 20 FCC Rcd 10245, n.32 (2005) (“*VoIP E911 Order*”) (“unlike normal phone calls, 911 calls are routed based on the calling number (which is linked to a particular geographic area and political jurisdiction), not the called number”).

⁵³ Verizon Statement of Relevant Authority at 11-12.

⁵⁴ Cf. Verizon Statement of Relevant Authority at 12.

⁵⁵ Cf. Verizon Statement of Relevant Authority at 5.

⁵⁶ *Advanced Services Order* ¶ 20 (the FCC “has long interpreted the traditional telephone exchange definition to refer to ‘the provision of individual two-way voice communication by means of a central switching complex to interconnect all subscribers within a geographic area’”).

way trunks.⁵⁷ Indeed, the ILECs have engineered their 911 services to PSAPs using one-way trunks for what are obvious public safety reasons. While those trunks can support two-way communications and are capable of being used for two-way traffic purposes, they are generally legally required to be engineered as one-way for a very good reason - they are 911 trunks.

The ability of Intrado Comm's 911 service to permit two-way communication between a PSAP and a 911 caller or between a PSAP and another PSAP as described above⁵⁸ is also similar to directory assistance ("DA") call completion services, which have been determined to be telephone exchange service.⁵⁹ The Commission reasoned that DA call completion service allows a "local caller to connect to another local telephone subscriber and, in that process, through a system of either owned or resold switches, enables the caller to originate and terminate a call."⁶⁰ Thus, while the call completion service offered by the directory assistance provider "may not take the form of an ordinary telephone call (*i.e.*, one initiated by LEC provision of dial tone), [it] nonetheless 'allows a local caller at his or her request to connect to another local telephone subscriber.'"⁶¹ The same analogy applies for 911/E-911 services.

Within a Telephone Exchange or Exchange Area. Intrado Comm's service is not required to operate within ILEC exchange boundaries to qualify as telephone exchange service.⁶² The concept of an exchange "is based on geography and regulation" not exchange boundaries.⁶³ In fact, the Commission has found that the telephone exchange service definition "does not

⁵⁷ See, e.g., ILL. ADMIN CODE TIT. 83, § 725.500(d).

⁵⁸ *Advanced Services Order* ¶ 20; *DA Call Completion Order* ¶ 20.

⁵⁹ *DA Call Completion Order* ¶ 16 (finding DA call completion services met both prongs of the "telephone exchange service" definition).

⁶⁰ *DA Call Completion Order* ¶ 20.

⁶¹ *DA Call Completion Order* ¶ 21.

⁶² Verizon Statement of Relevant Authority at 10.

⁶³ *Advanced Services Order* ¶ 22.

require a specific geographic boundary.”⁶⁴ For that reason, the Commission determined that wireless providers’ geographic service areas, which are different from typical wireline exchange area boundaries, were considered to be “within a telephone exchange” or “a connected system of telephone exchanges within the same exchange area” for purposes of the Act’s definition of “telephone exchange service.”⁶⁵

Telephone exchange service includes any “means of communicating information within a local area”⁶⁶ and involves “a central switching complex which interconnects all subscribers within a geographic area.”⁶⁷ Intrado Comm’s 911/E-911 service uses selective routers (*i.e.*, switches) to interconnect PSAPs and 911 callers located in the same geographic area. Geographic or “local areas” are not necessarily based on ILEC exchange boundaries. It is for this reason that expanded area service (“EAS”) and expanded local calling service (“ELCS”) have developed to ensure all members of a “community of interest” can reach other subscribers without incurring a toll charge.⁶⁸ 911 service works in the same way – 911 callers and PSAPs in a community of interest can reach each other regardless of the existing designated ILEC exchange areas.

Moreover, ILEC exchange boundaries are inapplicable to 911/E-911 services. The Commission and the federal district court overseeing the Modified Final Judgment recognized

⁶⁴ *Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana*, 13 FCC Rcd 20599, ¶ 30 (1998) (“*BellSouth Louisiana II Order*”).

⁶⁵ *BellSouth Louisiana II Order* ¶ 30.

⁶⁶ *Advanced Services Order* ¶ 17.

⁶⁷ *BellSouth Louisiana II Order* ¶ 28.

⁶⁸ *See generally Petitions for Limited Modification of LATA Boundaries to Provide Expanded Local Calling Service (ELCS) at Various Locations*, 12 FCC Rcd 10646 (1997).

that many 911/E-911 “transmissions cross LATA boundaries.”⁶⁹ The district court specifically waived the LATA restrictions to ensure the Bell Operating Companies (“BOCs”) could “provide, using their own facilities, 911 emergency service across LATA boundaries to any 911 customer whose jurisdiction crosses a LATA boundary,”⁷⁰ thus allowing “the BOCs to provide multiLATA 911 services, including E911 services.”⁷¹ The Commission also recognized that selective routers often serve 911 callers and PSAPs in more than one LATA.⁷² Thus, there is no requirement that Intrado Comm’s service offering be based on Verizon’s exchange boundaries to qualify as a telephone exchange service under the Act.

Exchange Service Charge. Whether an “exchange service charge” is imposed on end users dialing 911 has no bearing on Intrado Comm’s competitive 911/E-911 service to be provided to Virginia public safety agencies.⁷³ Intrado’s customer – the Virginia public safety agency – will be subject to an “exchange service charge” for its receipt of a telephone exchange service from Intrado Comm. With respect to the services at issue in the *Advanced Services Order*, the Commission determined “that any charges” assessed for the service would be considered the “exchange service charge.”⁷⁴ Intrado Comm’s service meets this element of the definition because Intrado Comm’s PSAP customers will obtain “the ability to communicate

⁶⁹ *Bell Operating Companies; Petitions for Forbearance from the Application of Section 272 of the Communications Act of 1934, as amended, to Certain Activities*, 13 FCC Rcd 2627, ¶ 20 (1998) (“*Forbearance Order*”).

⁷⁰ *United States v. Western Elec. Co.*, Civil Action No. 82-0192, Misc. No. 82-0025 (PI), slip op. at 5 n.8 (D.D.C. Feb. 6, 1984).

⁷¹ Letter from Constance E. Robinson, Chief, Communications and Finance Section, Antitrust Division, U.S. Department of Justice, to Alan F. Ciamporcero, Pacific Telesis Group, I (Mar. 27, 1991).

⁷² *Forbearance Order* ¶ 9.

⁷³ Cf. Verizon Statement of Relevant Authority at 13.

⁷⁴ *Advanced Services Order* ¶ 27.

within the equivalent of an exchange area as a result of entering into a service and payment agreement with” Intrado Comm.⁷⁵

Further, the Commission has stated that the “exchange service charge” portion of the definition “comes into play only for the purposes of distinguishing whether or not a service is local.”⁷⁶ The jurisdictional nature of 911/E-911 service is not at issue here. 911/E-911 services to PSAPs are routinely included in intrastate tariffs and the Parties have agreed that no form of intercarrier compensation applies to their exchange of 911/E-911 calls. Accordingly, Intrado Comm’s competitive 911/E-911 service satisfies the exchange service charge prong of the definition.

Other State Commission Determinations. Intrado Comm’s competitive 911/E-911 service has the same qualities as other services deemed to be telephone exchange services by other state commissions. In 2000, Intrado Comm’s predecessor (SCC Communications) sought to interconnect with AT&T in Texas, Illinois, and California. In response to AT&T’s motions to dismiss in all three states, in which AT&T argued that Intrado Comm was not entitled to 251(c) interconnection because it did not offer telephone exchange service, the Illinois commission⁷⁷ as well as arbitrators in Texas⁷⁸ and the California Public Utilities Commission⁷⁹ found that SCC did offer telephone exchange service and therefore was entitled to interconnection under 251(c).

⁷⁵ *Advanced Services Order* ¶ 27.

⁷⁶ *Advanced Services Order* ¶ 27.

⁷⁷ Illinois Docket No. 00-0769, *Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.*, Arbitration Decision (Mar. 21, 2001) (“*Illinois SCC Order*”).

⁷⁸ Texas Docket No. 23378, *Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996, to Establish an Interconnection Agreement with SBC Communications*, Order No. 8 Denying Motion to Dismiss (Jan. 4, 2002) (“*Texas SCC Order*”).

⁷⁹ California Decision No. 01-09-048, *Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.*, Opinion Affirming Final Arbitrator’s Report and Approving Interconnection Agreement (C.P.U.C. Sept. 20, 2001) (“*California SCC Order*”).

While SCC offered a different type of service than Intrado Comm now plans to offer, many of those earlier findings are relevant to Intrado Comm's planned competitive 911/E-911 service offering to PSAPs in Virginia.

Specifically, the Illinois commission determined that the SCC service at issue in 2000 was a telephone exchange service for the purpose of 251(c) because: (1) a telephone exchange service includes non-traditional means of communication; (2) a service that transports and enhances a 911 call is a service that transmits between or among points specified by the user within the meaning of "telecommunications" under the Act; and (3) a service that transports a portion of an emergency or 911 call falls within the definition of telephone exchange service.⁸⁰ These qualities similarly apply to Intrado Comm's planned competitive 911/E-911 service to Virginia public safety agencies. Indeed, Staff of the Illinois commission recently found in Intrado Comm's pending arbitration proceeding with AT&T that the previous findings of the Illinois commission with respect to SCC apply to Intrado Comm's planned service offering and AT&T has not "provided persuasive arguments to cause the [Illinois] Commission to depart form[sic] or alter its previous decision on this matter."⁸¹

Further, the Texas arbitrators found that SCC's service would "both transmit and route 9-1-1 calls, which calls are telephone exchange service and/or exchange access" for which the ILEC was under an obligation to provide interconnection.⁸² Likewise, the California commission determined that SCC's service was a telephone exchange service for the purpose of Section 251(c) because the service: (1) enables subscribers to "intercommunicate" within a

⁸⁰ *Illinois SCC Order* at 5-6.

⁸¹ Illinois Docket No. 08-0545, Initial Brief of the Staff of the Illinois Commerce Commission at 10 (filed Jan. 5, 2009), *available at* <http://www.icc.illinois.gov/docket/files.aspx?no=08-0545&docId=132320>.

⁸² *Texas SCC Order* at 11-12.

telephone exchange; (2) allows citizens dialing 911 to conduct a two-way voice communication with a person at the PSAP; (3) fulfills the requirement to allow origination and termination of calls as set forth in the definition of telephone exchange service; and (4) allows intercommunication even though SCC is not the dial tone provider.⁸³ Again, each of these findings equally applies to Intrado Comm's planned service in Virginia.

In addition, the Ohio commission specifically determined that Intrado Comm's competitive 911/E-911 service to PSAPs is a telephone exchange service. The Ohio commission found that "Intrado is a telecommunications carrier engaged in the provision of telephone exchange service pursuant to Section 251 of 1996 Act" when Intrado Comm offers its competitive 911/E-911 service offering to PSAPs.⁸⁴ This is consistent with the recommendation by the Public Staff of the North Carolina Utilities Commission ("Public Staff") in Intrado Comm's pending arbitration proceeding with AT&T that the full North Carolina commission find Intrado Comm's competitive 911/E-911 service to PSAPs constitutes telephone exchange service pursuant to Section 251 of the Act because such a finding is supported by the Commission's *Advanced Services Order* and the fact that "AT&T itself has treated 911/E911 service or other service with similar characteristics as telephone exchange services."⁸⁵ The Public Staff further recommended that AT&T be required to offer interconnection to Intrado

⁸³ *California SCC Order* at 9.

⁸⁴ Ohio Case No. 07-1199-TP-ACE, *Application of Intrado Communications Inc. to Provide Competitive Local Exchange Services in the State of Ohio*, Finding and Order at Finding 7 (Feb. 5, 2008) ("Order on Rehearing (Apr. 2, 2008) ("*Ohio Certification Rehearing Order*").

⁸⁵ NCUC Docket No. P-1187, Sub 2, *Petition of Intrado Communications Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as Amended, to Establish an Interconnection Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T North Carolina*, Proposed Recommended Arbitration Order of the Public Staff at 9 (filed Oct. 10, 2008) ("NCUC Public Staff Proposed Order"), available at <http://ncuc.commerce.state.nc.us/cgi-bin/webview/senddoc.pgm?dispfmt=&itype=Q&authorization=&parm2=2AAAAA78280B&parm3=000127996>.

under Section 251(c) of the Act.⁸⁶ The Commission should make the same findings here.

Commercial Agreements Undermine the Commission's Jurisdiction. Competitors are entitled to interconnect with ILECs pursuant to 251(c).⁸⁷ Intrado Comm is a competitor and Verizon is an ILEC, yet Verizon claims Intrado Comm is the one competitor that should be denied its 251(c) rights.⁸⁸ The "commercial agreement" proposed by Verizon⁸⁹ will not provide Intrado Comm with the interconnection necessary for Intrado to "compete directly with the [ILEC] for its customers and its control of the local market."⁹⁰ Nor would a commercial agreement provide the Commission with the necessary oversight of 911 arrangements. There is no requirement that commercial, non-251 agreements be filed with state commissions, be subject to state commission review or oversight, or be publicly available for other carriers to review. Adoption of Verizon's position would therefore eliminate the Commission's ability to oversee the competitive deployment of and provision of 911 services to Virginia public safety agencies.

Verizon's position is also contrary to other state commission findings that the public interest requires competitive 911/E-911 system providers like Intrado Comm to be subject to common carrier regulation because "of the utmost importance that the continuance and quality of a 9-1-1 call be preserved and enhanced."⁹¹ As "a matter of public safety," the Illinois commission determined that competitive 911/E-911 services should be regulated because the

⁸⁶ NCUC Public Staff Proposed Order at 10-11.

⁸⁷ *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration, et al.*, 17 FCC Rcd 27039, n.200 (2002) ("Virginia Arbitration Order") (stating that ILECs are required by Section 251(c)(2) to allow competitors to interconnect while interconnection arrangements between "non-incumbent carriers" are governed by Section 251(a)).

⁸⁸ Verizon Statement of Relevant Authority at 13.

⁸⁹ Verizon Statement of Relevant Authority at 1.

⁹⁰ *Local Competition Order* ¶ 55.

⁹¹ *Illinois SCC Order* at 8.

“public interest is protected when [Intrado Comm’s] services are regulated.”⁹² The Illinois commission’s previous findings are on par with those of the Public Utilities Commission of Ohio, which noted “the importance of regulating competitive emergency services telecommunications carriers in light of the significant public interest surrounding the provision of 9-1-1 service.”⁹³ Adoption of Verizon’s position would violate the Ohio commission’s determination that state commission “oversight and resolution of disputes raised in [an arbitration] proceeding are of significant public interest due to the fact that the identified issues directly impact the provisioning of uninterrupted emergency 9-1-1 service.”⁹⁴

In a similar situation, the Indiana Regulatory Utility Commission recently determined that a private, commercial agreement between various Verizon entities and INdigital Telecom is an interconnection agreement subject to the requirements of Section 252 of the Act.⁹⁵ INdigital sought interconnection with Verizon to provide competitive 911/E-911 services to Indiana public safety agencies. After an interconnection dispute, INdigital and Verizon entered into a private, commercial agreement that was not filed with the Indiana commission or subject to review by other competitors. Intrado Comm challenged the private nature of the agreement, and the Indiana commission agreed that the agreement should be filed with the commission and subject to public review. Specifically, the Indiana commission found that the agreement between Verizon and INdigital “contains precisely the types of information typically contained in 47

⁹² *Illinois SCC Order* at 8.

⁹³ *Ohio Certification Order* at Finding 7.

⁹⁴ *Ohio Embarq Arbitration Award* at 15.

⁹⁵ Indiana Cause No. 43277, *Complaint of Communications Venture Corporation d/b/a INdigital Telecom (“INdigital”) against Verizon North, Inc. and Contel of the South, Inc. d/b/a Verizon North Systems (collectively “Verizon”) Concerning the Refusal of Verizon to Allow Connection of INdigital’s Wireless Enhanced 911 Telephone System Serving Public Safety Answering Points, and INdigital’s Request for the Indiana Utility Regulatory Commission to Order the Connection under Reasonable Terms, Conditions, and Compensation*, Final Order (Nov. 20, 2008) (“*Indiana INdigital Order*”).

U.S.C. 252 agreements: selective routing of traffic, purchase of trunks, port charges and terms of compensation, among others.”⁹⁶

Finally, the use of a commercial arrangement between Verizon and Intrado Comm would also hinder other competitors’ ability to compete with Verizon in the provision of 911/E-911 services to PSAPs.⁹⁷ As the Indiana commission found, the lack of public filing would “thwart the public availability requirements for such agreements contained in federal law.”⁹⁸ Public availability of agreements between ILECs like Verizon and competitors like Intrado Comm serves the underlying purposes of Sections 251/252 to guard against discrimination and ensure Intrado Comm (and all other competitors) receives interconnection from Verizon that is “equal in quality” to the interconnection Verizon provides to itself and other carriers. Having the opportunity to review agreements gives a state commission and potential competitors “a starting point for determining what is ‘technically feasible’ for interconnection,” such as the types of standards and operational procedures in place between carriers.”⁹⁹ Accordingly, Verizon’s proposed use of a “commercial” agreement should be rejected.

⁹⁶ *Indiana INdigital Order* at 9.

⁹⁷ *Cf. Local Competition Order* ¶ 168.

⁹⁸ *Indiana INdigital Order* at 9.

⁹⁹ *Local Competition Order* ¶ 167.

II. ISSUE 1: WHERE SHOULD THE POINTS OF INTERCONNECTION BE LOCATED AND WHAT TERMS AND CONDITIONS SHOULD APPLY WITH REGARD TO INTERCONNECTION AND TRANSPORT OF TRAFFIC

ISSUE 5: HOW SHOULD THE PARTIES ROUTE 911/E-911 CALLS TO EACH OTHER

Verizon's attempt to offhandedly dismiss the POI and dedicated trunking arrangements it has established within its own network for 911/E-911 traffic should be rejected. Intrado Comm is not seeking terms or conditions that "violate" established law or existing industry practices.¹⁰⁰ Intrado Comm's POI and direct trunking proposal reflects the requirements of the law; the way in which Verizon compels CLECs to interconnect with Verizon's network to reach Verizon's PSAP customers; the manner in which Verizon provides 911/E-911 services today between its own 911 calling customers and PSAP customers; and industry-accepted practices. All of these sources support the establishment of the POI for the exchange of 911/E-911 calls at the selective router of the carrier serving the PSAP and delivering 911/E-911 calls over dedicated direct trunks to the selective router serving the PSAP. For example:

- Intrado Comm seeks to have Verizon establish two (2) POIs on Intrado Comm's network when Intrado Comm is the designated 911/E-911 service provider for the termination of 911/E-911 calls destined for Intrado Comm's PSAP customers.¹⁰¹ The Commission's rules recognize that the selective router is the "cost allocation" point for the exchange of 911/E-911 traffic.¹⁰² Verizon also recognizes that the ILEC-established industry practice is that the POI for connecting to the 911/E-911 network is at the selective router,¹⁰³ and Verizon requires the same arrangement when it is the designated 911/E-911 service provider.¹⁰⁴
- Intrado Comm proposes the use of dedicated trunking from Verizon's end offices to Intrado Comm's selective router to carry 911/E-911 calls destined for Intrado Comm's

¹⁰⁰ Verizon Statement of Relevant Authority at 3.

¹⁰¹ Intrado Comm Statement of Unresolved Issues at 6.

¹⁰² *King County Order* ¶ 1.

¹⁰³ Intrado Comm Statement of Unresolved Issues at 7.

¹⁰⁴ Verizon Template Interconnection Agreement at 911 Attachment § 3.2 (Attachment 5 to Intrado Comm VSCC Petition for Arbitration).

PSAP customers.¹⁰⁵ Verizon recognizes that dedicated trunking to the selective router serving the PSAP provides the most reliable and redundant 911/E-911 network,¹⁰⁶ and Verizon implements the same arrangements when it is the designated 911/E-911 service provider.¹⁰⁷

- Intrado Comm proposes the establishment of two geographically diverse POIs to ensure redundancy in the 911/E-911 network.¹⁰⁸ Verizon similarly uses “mated” or “paired” selective routers in its network to establish diversity and redundancy within its own 911/E-911 network, and has established dedicated trunks to each selective router. Verizon also requires competitors to interconnect at ***both*** selective routers to terminate 911/E-911 traffic to Verizon’s PSAP customers.¹⁰⁹
- Intrado Comm proposes the use of diversely routed trunks between the switch originating the 911 call (*i.e.*, Verizon’s end office) and the selective router serving the PSAP (*i.e.*, Intrado Comm’s selective router).¹¹⁰ Verizon requires CLECs to provide a minimum of two dedicated trunks to each Verizon selective router to send their end users’ 911 calls to Verizon’s PSAP customers.¹¹¹
- Intrado Comm’s language does not dictate a specific method for Verizon to use to route its end users’ 911 calls to the appropriate Intrado Comm selective router, only that Verizon use dedicated trunks to do so. Verizon likewise does not require CLECs to use a specific method to determine to which selective router a 911 call should be delivered. Rather, the interconnection agreement merely states that the CLEC is required to deliver its end users’ 911 calls to the “designated” selective router.¹¹²

Intrado Comm’s network architecture proposal is not “novel” as Verizon claims.¹¹³ Nor are

Intrado Comm’s proposed interconnection arrangements different from those Verizon and other

¹⁰⁵ Intrado Comm Statement of Unresolved Issues at 20.

¹⁰⁶ Intrado Comm Statement of Unresolved Issues at nn.62, 63.

¹⁰⁷ Verizon Template Interconnection Agreement at 911 Attachment § 3.2 (Attachment 5 to Intrado Comm VSCC Petition for Arbitration).

¹⁰⁸ Intrado Comm Statement of Unresolved Issues at 11.

¹⁰⁹ Verizon Template Interconnection Agreement at 911 Attachment § 3.2 (Attachment 5 to Intrado Comm VSCC Petition for Arbitration).

¹¹⁰ Intrado Comm Statement of Unresolved Issues at 11.

¹¹¹ Verizon Template Interconnection Agreement at 911 Attachment § 3.2 (Attachment 5 to Intrado Comm VSCC Petition for Arbitration).

¹¹² Verizon Template Interconnection Agreement at 911 Attachment § 3.2 (Attachment 5 to Intrado Comm VSCC Petition for Arbitration).

¹¹³ Verizon Statement of Unresolved Issues at 15.

911/E-911 service providers use today.¹¹⁴ It is just the opposite. Intrado Comm's proposal is entirely consistent with industry network interconnection arrangements as implemented by Verizon within its own network for service to its own customers and those interconnection arrangements established by Verizon for other carriers seeking to terminate 911/E-911 calls to Verizon's PSAP customers.

Verizon's reliance on Intrado Comm's arbitration decision with Embarq from the Ohio commission is also misplaced and inaccurate.¹¹⁵ Importantly, the Ohio commission adopted Intrado Comm's POI proposal finding that the POI should be located at the selective router of the 911/E-911 network provider and that an ILEC sending 911/E-911 calls to Intrado Comm is responsible for delivering its 911/E-911 calls to an Intrado Comm selective router location.¹¹⁶ Specifically, the Ohio commission determined

the point of interconnection to the wireline E9-1-1 network is at the selective router of the E9-1-1 network provider and consistent with the FCC's findings [in the *King County Order*], each party bears the cost of getting to the point of interconnection.¹¹⁷

The Ohio commission further determined that, in order to maintain this form of interconnection in a competitive market for 911 services to PSAPs, Section 251(a) along with its broad authority over 911 service supported the adoption of Intrado Comm's proposed interconnection arrangements.¹¹⁸

¹¹⁴ Verizon Statement of Unresolved Issues at 14.

¹¹⁵ Verizon Statement of Relevant Authority at 20.

¹¹⁶ *Ohio Embarq Arbitration Award* at 33.

¹¹⁷ *Ohio Embarq Arbitration Award* at 33.

¹¹⁸ *Ohio Embarq Arbitration Award* at 15. The Ohio commission correctly found that it had authority to arbitrate and oversee all Section 251 interconnection agreements, not just those pertaining to Section 251(c). *See id.*; *see also Ohio CBT Rehearing Award* at 11-12 ("Even though neither party raised the application of Section 251(a) as an issue, the Commission is not barred by mere omission from applying applicable law. The Commission agrees with Intrado that a state commission can use its Section 252 arbitration and enforcement authority over all Section 251

Further, the dedicated trunking issue before the Ohio commission was framed differently than the issue presented to this Commission for arbitration. Embarq had agreed during the parties' negotiations to deploy dedicated trunking from its end offices to Intrado Comm's selective router in situations in which the entire end office is served by the same PSAP.¹¹⁹ AT&T also has agreed in its interconnection negotiations with Intrado Comm to the same arrangement.¹²⁰ In fact, out of the major ILECs from which Intrado Comm is seeking interconnection throughout the United States, Verizon is the only one to refuse to implement dedicated trunking with Intrado Comm for end offices served by a single PSAP. In addition, under Intrado Comm's proposed language in this proceeding, to the extent Verizon cannot determine on which dedicated trunk to place its end users' 911/E-911 calls, the Parties would work with the affected PSAPs to determine the best arrangement in the case of a split rate center.¹²¹ Thus, Verizon's description of the Ohio commission's arbitration decision regarding Intrado Comm and Embarq is inaccurate and should be given no weight.

Verizon is also wrong that other carriers in Virginia will be disadvantaged by Intrado Comm's interconnection architecture proposal.¹²² CLECs and other carriers in Virginia will have numerous options for reaching Intrado Comm's PSAP customers in Virginia. Many voice service providers have regional or nationwide footprints. Intrado Comm plans to deploy at least

agreements. . . . the Commission has the authority and the requirement to consider Section 251(a) where it is applicable").

¹¹⁹ *Ohio Embarq Arbitration Award* at 30. The issue in dispute between Intrado Comm and Embarq was whether dedicated trunking from Embarq's end offices was required to be used in a split rate center situation, *i.e.*, when an end office is served by more than one PSAP.

¹²⁰ *See, e.g.*, Ohio Case No. 07-1280-TP-ARB, *Petition of Intrado Communications, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with the Ohio Bell Telephone Company d/b/a AT&T Ohio*, AT&T Ohio's Initial Post-Hearing Brief at 21 (filed Oct. 30, 2008). Intrado Comm and AT&T, however, continue to dispute whether AT&T is required to deploy dedicated trunking from its end offices when an end office is served by more than one PSAP.

¹²¹ Intrado Comm Petition at Attachment 3, 911 Attachment § 1.3.2.3.

¹²² Verizon Statement of Unresolved Issues at 5-6.

two, and possibly more, selective routers in every state in which Intrado Comm offers service, including Virginia.¹²³ By connecting to any Intrado Comm selective router, a carrier can reach any PSAP connected to Intrado Comm's network. As an example, interconnecting to Intrado Comm's selective routers in Florida will still permit 911 call delivery to one of Intrado Comm's PSAP customers in Virginia. This means that Verizon, a CLEC, or any other carrier could choose to connect to any two Intrado Comm Intelligent Emergency Network® access ports anywhere in Intrado Comm's nationwide network to reach a Virginia PSAP and all other PSAPs served by Intrado Comm throughout the country. Given that Verizon, its affiliates, and many other carriers provide services throughout the nation, interconnecting outside of Virginia may be more efficient for many providers. In either case, however, there will be at least two geographically diverse Intrado Comm selective routers located in Virginia at which Verizon, CLECs, and other carriers can interconnect with Intrado Comm to deliver 911/E-911 calls destined for Intrado Comm's Virginia PSAP customers. Verizon's concerns about the impact of Intrado Comm's proposals on other carriers are misplaced and not relevant to its interconnection arrangement with Intrado Comm.¹²⁴

Further, Verizon's so-called concerns are not justification for Verizon's planned use of tandem transit arrangements to send 911/E-911 service traffic to Intrado Comm.¹²⁵ Transit

¹²³ Verizon is wrong when it claims that Intrado Comm's language would allow Intrado to choose as many POIs as it wishes. *See* Verizon Statement of Unresolved Issues at 4. Intrado Comm has informed Verizon and put on the record in numerous states that it intends to place a minimum of two selective routers in each state in which it offers 911/E-911 service. This includes Virginia. The Parties' interconnection agreement also makes clear that the agreement applies to the Commonwealth of Virginia, not other states. *See* Intrado Comm Petition at Attachment 3, General Terms and Conditions § 43.1. Thus, there is no merit to Verizon's claim that the POIs will be outside of Virginia. While there will be additional POIs available to Verizon outside of Virginia, there will be at least two available in Virginia.

¹²⁴ *Cf.* Verizon Statement of Relevant Authority at 24 (arguing that a Section 251(c) agreement is limited to matters between Intrado Comm and Verizon and does not bind third parties).

¹²⁵ Verizon Statement of Unresolved Issues at 6.

arrangements are not used for 911/E-911 service traffic. In today's environment, competitive carriers must deploy dedicated trunks to all of Verizon's selective routers and route their 911 calls to the appropriate Verizon served PSAP. There is a good reason for using such an arrangement and it makes no sense to alter this sensible network arrangement designed by Verizon presumably to increase the odds of saving lives. Verizon's proposal is inconsistent with its own treatment of 911/E-911 service calls and should be rejected.¹²⁶

Further, in its public filings to the Commission, Verizon has eschewed any obligation to provide transit services under a Section 251(c) interconnection agreement. As Verizon's filings state, "nothing in the Act requires Verizon to accept any CLEC traffic that is destined for another carrier (such as another CLEC or a non-Verizon ILEC)" and thus Verizon only "voluntarily provides these services."¹²⁷ A service as important as 911 should not be relegated to "voluntary" transit service arrangements that, in Verizon's view, it is under no obligation to provide.

Transit service arrangements are simply inapplicable to 911/E-911 service traffic. Verizon utilizes dedicated trunking within its own network for 911/E-911 service traffic and requires competitors seeking to terminate 911 calls to Verizon's PSAP customers to also use dedicated trunking to deliver 911 calls to Verizon's selective routers. Imposing a different type of interconnection arrangement on Intrado Comm is discriminatory and violates Intrado Comm's right to interconnection arrangements that are equal in quality to those Verizon provides itself or any other carrier.¹²⁸

¹²⁶ See, e.g., Ohio Case 08-198-TP-ARB, Hearing Transcript at 106-13 (Jan. 13, 2009) (set forth in Attachment 1).

¹²⁷ *Developing a Unified Inter-carrier Compensation Regime*, CC Docket No. 01-92, Reply Comments of Verizon at 25, 26-27 (Nov. 5, 2001).

¹²⁸ 47 U.S.C. § 251(c)(2)(C).

Verizon's unsupported and unsubstantiated claims regarding the potential cost to implement Intrado Comm's interconnection proposals should also be rejected.¹²⁹ While Verizon claims Intrado Comm should be responsible for any "expensive" form of interconnection it requests,¹³⁰ Verizon has provided no evidence supporting its allegation that implementation of Intrado Comm's proposals would impose cost on Verizon. The sole consideration is whether Intrado Comm's interconnection proposals are technically feasible. Under the Commission's rules, the determination of technical feasibility does not include consideration of economic concerns.¹³¹ Once Intrado Comm has demonstrated that its proposal is technically feasible, the burden shifts to Verizon to demonstrate, by clear and convincing evidence, that the proposal is not technically feasible or that "specific and significant adverse impacts" would result from Intrado Comm's requested interconnection arrangement.¹³² Verizon has not met that burden here and thus its unproven claims should be rejected.¹³³

III. ISSUE 2: WHETHER THE PARTIES SHOULD IMPLEMENT INTER-SELECTIVE ROUTER TRUNKING AND WHAT TERMS AND CONDITIONS SHOULD GOVERN THE EXCHANGE OF 911 CALLS BETWEEN THE PARTIES

Verizon's objections to Intrado Comm's proposed inter-selective router language make no sense. *First*, for all of the reasons discussed above, the POI should be located on Intrado Comm's network when Intrado Comm is the designated 911/E-911 service provider.¹³⁴ When a 911/E-911 call needs to be sent to Intrado Comm's PSAP customer, Verizon should be required

¹²⁹ Verizon Statement of Relevant Authority at 21.

¹³⁰ Verizon Statement of Relevant Authority at 25.

¹³¹ 47 C.F.R. § 51.5 (defining technical feasibility).

¹³² *Local Competition Order* ¶¶ 198, 203.

¹³³ For similar reasons as those set forth in this Section, Intrado Comm's proposed language for Issue 4 should also be adopted.

¹³⁴ Verizon Statement of Unresolved Issues at 8.

to transport that call to Intrado Comm's network consistent with industry practice and the 911 interconnection arrangements Verizon has implemented within its own network. Similarly, when a 911/E-911 call needs to be sent to Verizon's PSAP customer, Intrado Comm will transport that call to Verizon's network.

Second, Verizon claims that Intrado Comm is trying to force Verizon to implement inter-selective router capabilities regardless of whether any PSAP requested it.¹³⁵ Verizon's argument is contrary to the language of the interconnection agreement. The Parties have agreed to language indicating that inter-selective router trunking arrangements would be established between the Parties when each Party's customer agrees that 911 calls should be transferred between PSAPs served by each Party:

Where the Controlling 911 Authority for a PSAP for which Verizon is the 911/E-911 Service Provider and the Controlling 911 Authority for a PSAP for which Intrado Comm is the 911/E-911 Service Provider agree to transfer 911/E-911 Calls from one PSAP to the other PSAP and each Controlling 911 Authority requests its 911/E-911 Service Provider to establish arrangements for such 911/E-911 Call transfers, each Party shall. . . .¹³⁶

Verizon's claim that Intrado Comm can "force" Verizon to implement inter-selective router trunking without PSAP input is simply not true.¹³⁷

Third, Verizon is wrong when it says call transfer capability does not "involve interconnection with the public switched telephone network."¹³⁸ The 911 network is interconnected to the PSTN as recognized by the Commission,¹³⁹ and a wireless or wireline 911 call originates on the PSTN. Moreover, origination on the PSTN is not the determination of

¹³⁵ Verizon Statement of Unresolved Issues at 9.

¹³⁶ Intrado Comm Petition at Attachment 3, 911 Attachment § 1.4.1.

¹³⁷ Verizon Statement of Relevant Authority at 17.

¹³⁸ Verizon Statement of Relevant Authority at 17.

¹³⁹ 47 C.F.R. § 9.3 (defining wireline E-911 network); *see also VoIP E911 Order* ¶ 15.

whether a service is a telephone exchange service for the purposes of Section 251(c)(2). The Commission has explicitly stated that it “has never suggested that the telephone exchange service definition is limited to voice communications provided over the public circuit-switched network.”¹⁴⁰ Rather, the Commission found that telephone exchange service includes “the provision of alternative local loops for telecommunications services, separate from the public switched telephone network, in a manner ‘comparable’ to the provision of local loops by a traditional local telephone exchange carrier.”¹⁴¹

Fourth, Verizon has provided no support for its argument that Intrado Comm seeks an “excessive level” of dial plan information in the interconnection agreement.¹⁴² Intrado Comm’s proposed language could not be more straightforward:

The Parties will maintain appropriate inter-911 Tandem/Selective Router dial plans to support inter-PSAP transfer and shall notify the other of changes, additions, or deletions to their inter-PSAP transfer dial plans.¹⁴³

Verizon admits that it provides dial plan information to other 911/E-911 service providers,¹⁴⁴ and Intrado Comm should be treated no differently.¹⁴⁵ It is for this reason that the West Virginia commission adopted Intrado Comm’s position¹⁴⁶ and the Staff of the Illinois commission has recommended adoption of Intrado Comm’s language based on their finding that Intrado Comm’s

¹⁴⁰ *Advanced Services Order* ¶ 20.

¹⁴¹ *Federal-State Joint Board on Universal Service*, 13 FCC Rcd 11501, ¶ 54 (1998) (emphasis added).

¹⁴² Verizon Statement of Unresolved Issues at 9.

¹⁴³ Intrado Comm Petition at Attachment 3, 911 Attachment § 1.4.4.

¹⁴⁴ Verizon Statement of Unresolved Issues at 9.

¹⁴⁵ 47 U.S.C. § 251(c)(2)(C); 47 C.F.R. § 51.305(a)(3).

¹⁴⁶ Case No. 08-0298-T-PC, *Intrado Communications Inc. and Verizon West Virginia Inc., Petition for Arbitration pursuant to § 252(b) of 47 U.S.C. and 150 C.S.R. 6.15.5*, Arbitration Award, at 16-17 (Nov. 14, 2008) (“*West Virginia ALJ Award*”), approved by Commission Order (Dec. 16, 2008).

language “seems reasonable and not ‘excessive.’”¹⁴⁷ Accordingly, Intrado Comm’s proposed language should be adopted.

IV. ISSUE 3: WHETHER THE FORECASTING PROVISIONS SHOULD BE RECIPROCAL

Verizon incorrectly assumes that the forecasting language is not necessary because there will be no 911 calls flowing from Intrado Comm to Verizon.¹⁴⁸ In fact, there are likely to be numerous 911 calls flowing between the Parties’ networks. The huge popularity of mobile technologies, and future services such as 911 text messaging, will make it even more critical to ensure 911 calls reach the appropriate PSAP. Thus, it is likely that the number of calls transferred from Intrado Comm to Verizon will be significantly more than the occasional call Verizon predicts. Indeed, news articles support this position: “Cell phone 911 calls often get routed to the wrong 911 centers because of the location of cell phone towers. This leads to delays in sending help because operators have to figure out where a caller is and which police or fire department should respond, and then transfer the call to that jurisdiction.”¹⁴⁹ Intrado Comm has a legitimate need for Verizon’s trunk forecasts, which Staff of the Illinois commission agreed with when they recommended adoption of Intrado Comm’s language because ***both Parties*** have “valuable information regarding trunking levels.”¹⁵⁰ Accordingly, Intrado Comm’s proposed language should be adopted.

¹⁴⁷ Illinois Stewart Staff Testimony at 8, lines 179-80, *available at* <http://www.icc.illinois.gov/docket/files.aspx?no=08-0550&docId=132117>.

¹⁴⁸ Verizon Statement of Unresolved Issues at 10.

¹⁴⁹ Sofia Santana, “Cell phone 911 calls are often routed to the wrong call centers,” SOUTH FLORIDA SUN-SENTINEL, June 21, 2008.

¹⁵⁰ Illinois Stewart Staff Testimony at 9, lines 215-16, *available at* <http://www.icc.illinois.gov/docket/files.aspx?no=08-0550&docId=132117>.

V. ISSUE 7: WHETHER THE AGREEMENT SHOULD CONTAIN PROVISIONS WITH REGARD TO THE PARTIES MAINTAINING ALI STEERING TABLES, AND IF SO, WHAT THOSE PROVISIONS SHOULD BE

Intrado Comm has not acknowledged that automatic location information (“ALI”) is an information service when provided in conjunction with a complete 911/E-911 service as Verizon claims.¹⁵¹ There are three integrated components that are necessary to provide 911/E-911 service – the selective router, the database system that retains the ALI, and the transport of the 911 call to the PSAP. Under Commission precedent, *stand-alone* ALI may be viewed as an information service.¹⁵² But Intrado Comm’s request for ALI steering capabilities has nothing to do with stand-alone ALI functions. ALI steering is needed to ensure interoperability between the Parties’ 911 networks as contemplated by Section 251(c).¹⁵³ The switching and transmission components would be useless without the ALI functions, and 911 call routing to the appropriate PSAP could not occur without the processing necessary for the creation of ALI records. The Commission also has recognized that all of the various components come together to form an all-inclusive service offering known as the “wireline E-911 network.”¹⁵⁴ The transfer of ALI information between the Parties is an integral component of the 911/E-911 service each Party provides to its PSAP customers and is therefore appropriate to include in the Parties’ interconnection agreement.

¹⁵¹ Verizon Statement of Unresolved Issues at 18.

¹⁵² *Bell Operating Companies Petition for Forbearance from the Application of Section 272 of the Communications Act of 1934, as Amended, to Certain Activities*, 13 FCC Rcd 2627, ¶ 17 (1998) (“*Forbearance Order*”). However, in a carrier-to-carrier relationship pursuant to Section 251, ALI databases are considered to be telecommunications services that ILECs are required to offer on an unbundled basis. See 47 U.S.C. § 251(c); 47 C.F.R. § 51.319(f); *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Rcd 16978, ¶ 557 (2003) (“*Triennial Review Order*”), *aff’d in part, remanded in part, vacated in part, U.S. Telecom Ass’n v. FCC*, 359 F.3d 554, 587 (D.C. Cir. 2004) (subsequent history omitted).

¹⁵³ 47 U.S.C. § 251(c)(5).

¹⁵⁴ *VoIP E911 Order* ¶ 15 (finding the Wireline 911 Network consists of the Selective Router, the trunk line(s) between the Selective Router and the PSAP, the ALI database, the SRDB, the trunk line(s) between the ALI database and the PSAP, and the MSAG).

Further, the existing commercial agreement between Intrado Comm's affiliate and Verizon does not address the arrangements Intrado Comm seeks here.¹⁵⁵ As an initial matter, Intrado Comm is not a party to that agreement and cannot avail itself of the provisions of that agreement. More importantly, that commercial agreement does not govern the exchange of 911/E-911 service traffic pursuant to Section 251(c) like the instant interconnection agreement under review by the Commission. Interoperability between the Parties' networks, including the exchange of ALI, is a key component of ensuring Virginia PSAPs have adequate call transfer capabilities and that Virginia consumers' 911 calls reach the appropriate PSAP. Accordingly, Intrado Comm's proposed language should be adopted.

VI. ISSUE 9: SHOULD SECTION 2.5 OF THE 911 ATTACHMENT BE MADE RECIPROCAL AND QUALIFIED AS PROPOSED BY INTRADO

Verizon is correct that whether a party has a right to deliver calls to a PSAP is a matter outside of the Section 251(c) interconnection agreement.¹⁵⁶ That is precisely why Intrado Comm has proposed deleting Verizon's language from the Parties' interconnection agreement.¹⁵⁷ Intrado Comm's position is consistent with the West Virginia commission's determination that Verizon's proposed language should be rejected, and if there is a legitimate reason for either Verizon or Intrado Comm to directly route 911 calls to PSAPs served by the other, those reasons and conditions must be clearly spelled out in the interconnection agreement.¹⁵⁸ Accordingly, Verizon's proposed language should be deleted.

¹⁵⁵ Verizon Statement of Unresolved Issues at 18.

¹⁵⁶ Verizon Statement of Unresolved Issues at 21.

¹⁵⁷ Intrado Comm Petition at Attachment 3, 911 Attachment §§ 2.5, 2.6.

¹⁵⁸ *West Virginia ALJ Award* at 28.

VII. ISSUE 16: SHOULD THE VERIZON-PROPOSED TERM “A CALLER” BE USED TO IDENTIFY WHAT ENTITY IS DIALING 911, OR SHOULD THIS TERM BE DELETED, AS PROPOSED BY INTRADO

The Verizon-proposed term “a caller” is too restrictive. Verizon recently admitted in Ohio that its proposed term is intended to limit 911 arrangements to “fixed line subscriber dial tone.”¹⁵⁹ This limitation does not account for users of wireless services or interconnected Voice over Internet Protocol (“VoIP”) services that may be dialing 911 to contact one of the Parties’ PSAP customers. This so called “clarification”¹⁶⁰ is inconsistent with the types of 911/E-911 calls that will be exchanged between the Parties and should therefore be rejected.

¹⁵⁹ Ohio Case 08-198-TP-ARB, Hearing Transcript at 169-70 (Jan. 13, 2009) (set forth in Attachment 1).

¹⁶⁰ Verizon Statement of Relevant Authority at 28.

CONCLUSION

For the foregoing reasons and those set forth in Intrado Comm's Petition for Arbitration, Intrado Comm respectfully requests that the Commission arbitrate the outstanding issues identified herein and adopt Intrado Comm's position and proposed contract language.

Respectfully submitted,

**INTRADO COMMUNICATIONS OF
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Dated: January 26, 2009

Its Attorneys

CERTIFICATE OF SERVICE

I, Angela F. Collins, certify that on this 26th day of January 2009, I served a copy of the foregoing Reply on the following via the method indicated:

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Attachment 1

1 dedicated. In other words, the trunk itself is
2 going to the Verizon's selective router and it's
3 only used for 9-1-1 traffic, but those
4 facilities could be used for other trunks as
5 well.

6 Q. Thank you. And I think that -- or
7 would you agree that in most instances CLECs
8 establish a point of interconnection for POTS
9 traffic and multiple interconnection points
10 specifically to reach Verizon's selective router
11 and Verizon's PSAP customers?

12 A. I'm not sure of the specifics in
13 Ohio but that is their option, to have multiple
14 points of interconnection on Verizon's network.

15 Q. Would you agree that Verizon has
16 designed its interconnection facilities to
17 establish and maintain a certain technical and
18 service quality level to ensure the most
19 efficient, effective, and reliable 9-1-1 service
20 for its PSAP customers and 9-1-1 callers?

21 A. I think that's the goal of everyone
22 is to have service quality for 9-1-1. It's a
23 very important issue.

24 Q. And at page 14 where you're

1 describing the interconnection arrangements of
2 CLECs, these interconnection trunks that the
3 CLECs are also part of your template language I
4 guess, the dedicated circuits, those are either
5 provided by the CLEC directly or they can
6 purchase them from Verizon or they can purchase
7 them from a third party, correct?

8 A. Correct. They could physically
9 collocate in the Verizon wire center, they could
10 use their own facilities, or purchase a third
11 party's facilities.

12 Q. And at page 23, the interconnection
13 arrangements Verizon has with ILECs, lines 497
14 to 500 just so you know where I'm at, for
15 receiving 9-1-1 calls destined for Verizon PSAP
16 customers, those interconnection arrangements
17 are via meet point which is different than going
18 all the way to the selective router that the
19 CLEC has with Verizon; is that correct?

20 A. Yes. Verizon establishes, typically
21 establishes meet-point arrangements with ILECs.
22 Those arrangements, agreements predate the act.
23 Normally they're not filed with the state
24 commission and they're not exclusively used just

1 A. I could speculate on that, but I
2 really wouldn't want to provide a legal
3 analysis, if you will. So I don't know.

4 Q. And at page 39 of your testimony,
5 starting at around line 881, Verizon appears to
6 suggest that because all the carriers are
7 already connected to Verizon, Verizon should
8 continue to send all 9-1-1 calls from those
9 carriers to Intrado Comm if it serves PSAPs; is
10 that correct?

11 A. That would be an option. I think
12 the point that I was trying to make here is that
13 under Intrado's proposal, there is no option.
14 Everyone must do direct trunking; and to the
15 extent that a CLEC or wireless carrier who
16 already has an existing arrangement or
17 connections to a Verizon selective router, based
18 on Intrado's proposal they would not have an
19 option of routing that to Intrado through
20 Verizon.

21 Q. Does Verizon transit 9-1-1 calls
22 from CLECs to third-party carriers today?

23 A. I don't believe so but the word
24 transit, I think we need to define the actual

1 call flow to make sure that I accurately answer
2 the question.

3 Q. Okay. Verizon has a local tandem
4 and we'll say cablevision is -- I don't know
5 what the local cable company is here -- is
6 collocated at the local tandem and Intrado is
7 providing services to PSAPs in competition with
8 Verizon and it is interconnected with Verizon,
9 but cablevision and Intrado are not
10 interconnected. Can cablevision send its 9-1-1
11 call to Verizon and have Verizon send the 9-1-1
12 call on to Intrado?

13 A. Is it -- I'm confused on Intrado's
14 role. Are they a 9-1-1 service provider?

15 Q. Let's not talk about 9-1-1. Maybe
16 it will be easier for you. It's the same
17 scenario in either way. What you have are two
18 carriers who are interconnected with Verizon but
19 those two carriers have no existing relationship
20 but they both have a relationship with Verizon.
21 Verizon is the middleman. Carrier one sends a
22 call to Verizon and says please send this call
23 on to carrier third party that I don't have a
24 relationship with.

1 A. Okay. That is what I would call a
2 traditional transit arrangement for the exchange
3 of local exchange traffic and, yes, that happens
4 quite frequently.

5 Q. And how does that differ from what
6 you have described on page 39?

7 A. Well, I think the difference is,
8 first of all, on page 39 we're talking about
9 9-1-1 traffic as opposed to local exchange
10 traffic, and secondly, Intrado, under their
11 proposal, wants direct trunking or insists on
12 direct trunking which would eliminate Verizon as
13 being a middle tandem, if you will. And so the
14 difference to me is with transit there's a
15 relationship between Verizon and CLEC A and
16 Verizon and CLEC B, and the two can pass traffic
17 through Verizon tandem. I'm not sure that under
18 Intrado's proposal for 9-1-1 arrangements that
19 that would be able to occur.

20 Q. I understand what Intrado's proposal
21 is but I want to talk about your proposal which
22 appears to be set forth on line 883. It says
23 "Verizon would no longer be able to transport
24 9-1-1 traffic from other carriers to

1 Intrado-served PSAPs, so those carriers would
2 have no choice but to lease or build their own
3 facilities." When you say Verizon would no
4 longer be able to transport 9-1-1 traffic from
5 other carriers to Intrado, I read that -- maybe
6 I'm misreading it, that's why I'm asking you the
7 question; that Verizon is sitting in the middle
8 between other carriers and Intrado and you say
9 Verizon would no longer be able to transport
10 9-1-1 traffic from other carriers to Intrado.

11 A. Yes.

12 Q. You would be the middleman?

13 A. Well, what I'm saying is that
14 because Intrado requires direct trunking from
15 Verizon end offices, CLECs and wireless carriers
16 would not be able to route their traffic to
17 Intrado over those dedicated trunk groups from
18 Verizon end offices to Intrado.

19 Q. How about this, that the Ohio Public
20 Utilities Commission declares that Intrado
21 Communications needs to interconnect on Verizon
22 network.

23 A. Okay. That would be a good
24 decision.

1 Q. And I think that would be a bad
2 decision, of course, but under that
3 hypothetical.

4 A. Okay.

5 Q. Is it Verizon's intention then that
6 it will then be the middleman between all of the
7 carriers in the market that it has
8 interconnection agreements with today because it
9 is the only provider of service to public safety
10 answering points and Intrado, and it will have
11 those carriers or offer to those carriers the
12 ability to direct all of their 9-1-1 calls to
13 Verizon for transiting to Intrado who is
14 interconnected with Verizon?

15 A. There's two separate issues. The
16 POI on Verizon's network would just define where
17 the POI is; but there's the other issue that
18 Intrado is insisting on direct trunking from
19 Verizon end offices. So I believe that even
20 though the POI on Verizon's network is a very
21 important issue, likewise, the issue that I
22 think impacts this so-called transiting
23 arrangement, or is associated with that, would
24 be the direct trunking issue.

1 Q. Okay. Let's say Verizon gets
2 everything that it wants.

3 A. Okay.

4 Q. When Verizon says -- and I
5 understand this to be a complaint by Verizon in
6 your testimony. You're telling the Commission
7 Verizon will no longer be able to transport
8 9-1-1 traffic from other carriers to
9 Intrado-served PSAPs. Of course, the scenario
10 does not exist today, but if you got exactly
11 what you wanted, am I reading this correctly
12 that it's your intention, Verizon's intention
13 that it needs to be able and should be able to
14 transit 9-1-1 calls from all the carriers that
15 are interconnected with it to the competitive
16 PSAP-provider Intrado?

17 A. Verizon would have that ability and
18 option to do that and offer that option to the
19 CLECs and the wireless carriers, yes.

20 Q. And you charge for transit services
21 today, don't you?

22 A. For local exchange traffic through
23 Verizon tandem to another CLECs there are
24 compensation arrangements for transit traffic,

1 yes.

2 Q. Okay, thank you. On page 33 to the
3 top of page 34 beginning at lines 761, Verizon
4 indicates "as a practical matter Intrado will
5 only need to interconnect to Verizon's network
6 at the offices where Verizon's 9-1-1 selective
7 routers are located." So it's Verizon's
8 position that it gets to designate where the
9 points of interconnection shall be, and those
10 points of interconnection shall be at all five
11 selective routers, correct?

12 A. I think it's Verizon's position here
13 that the POI for 9-1-1 traffic has to be on
14 Verizon's network, and it is up to the carrier
15 to determine that POI on Verizon's network at
16 any technically feasible location.

17 Q. A couple follow-up questions on the
18 transit issue. Is there anything in the act
19 that requires Verizon to accept CLEC traffic
20 that's destined for another carrier?

21 A. I believe that would be, again, kind
22 of a legal type of an analysis, but Verizon does
23 offer transit services to CLECs and wireless
24 carriers in its interconnection agreements.

1 Q. And Verizon supports the provision
2 of transit services by incumbent local exchange
3 carriers to CLECs; is that correct?

4 A. Again, we voluntarily offer it, but
5 we also have the caveat, if you will, that to
6 the extent that Verizon has tandem exhaust
7 issues, that we should also have the ability to
8 manage and care for our tandems and our network
9 exhaust issues as well as the pricing associated
10 with transit rates.

11 Q. Thank you. Page 39 -- oh, wait. We
12 can skip that.

13 MS. KISER: I have no further
14 questions for this witness.

15 HEARING EXAMINER AGRANOFF: Anything
16 else on redirect?

17 MR. TOWNSLEY: Yes, just a question
18 or two, Your Honor.

19 - - -

20 REDIRECT EXAMINATION

21 By Mr. Townsley;

22 Q. Mr. D'Amico, Ms. Kiser asked you
23 some questions about transiting. Do you recall
24 those questions?

1 A. I'm sorry. Where exactly is that?

2 Q. It's line 2039.

3 A. 2039?

4 Q. Yeah. Page 85.

5 A. We believe "a caller" just adds
6 more clarity as an exchange and, again, this is
7 within the scope of an exchange, a local
8 exchange subscriber which we serve as a local
9 exchange carrier, that "a caller" adds further
10 clarity to it. I think in Mr. Hicks'
11 discussions this morning he talked about the
12 defibrillators calling 9-1-1. We don't see that
13 in terms of providing local exchange networks.
14 You know, we're talking a fixed line subscriber
15 dial tone. We think the term "a caller" just
16 adds greater clarity to the description.

17 Q. But to the extent that a device was
18 making the call, you don't believe that that
19 would fit under the definition?

20 A. I think that when we look towards
21 next generation 9-1-1, there will be a lot of
22 device-device calling. I think that that all
23 needs to be sorted out by the public safety
24 agencies, whether they want a device to contact

1 a 9-1-1 agent, whether they want that to go to
2 another location other than a PSAP location or a
3 9-1-1 call taker. I think that it is a
4 futuristic application that the public safety
5 agencies will need to give the 9-1-1 service
6 providers direction in how they want to operate
7 in that area. So, yes, it's a realistic
8 futuristic application. There are many of them
9 that's being discussed in the industry, but we
10 don't think in terms of the context of this
11 interconnection agreement, that application such
12 as that is applicable.

13 HEARING EXAMINER AGRANOFF: Thank
14 you. Anything further on redirect based on
15 questions that the Panel asked?

16 MR. TOWNSLEY: No, nothing further.

17 HEARING EXAMINER AGRANOFF: From
18 Intrado?

19 MS. KISER: I have nothing further.
20 Thank you.

21 HEARING EXAMINER AGRANOFF: Thank
22 you, sir.

23 THE WITNESS: Thank you.

24 HEARING EXAMINER AGRANOFF: Back to