

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of )  
)  
Petition of Intrado Communications of Virginia )  
Inc. for Arbitration Pursuant to Section 252(b) of ) WC Docket No. 08-185  
the Communications Act of 1934, as amended, )  
to Establish an Interconnection Agreement with )  
Verizon South Inc. and Verizon Virginia Inc. )  
)  
Petition of Intrado Communications of Virginia ) WC Docket No. 08-33  
Inc. for Arbitration Pursuant to Section 252(b) of )  
the Communications Act of 1934, as amended, )  
to Establish an Interconnection Agreement with )  
Central Telephone Company of Virginia and )  
United Telephone Southeast LLC )  
(collectively, "Embarq") )

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## TABLE OF CONTENTS

INTRODUCTION .....	1
I. INTRADO'S 251(c) ARBITRATION PROCEEDING SHOULD BE DISMISSED.....	2
A. The Arbitration Proceeding Here Is Necessarily Limited.....	2
B. Intrado's Petition Should Be Dismissed .....	4
C. Even if the Bureau Considers Intrado's Proposed Interconnection Arrangements, It Should Reject Them.....	5
II. DENIAL OF INTRADO'S PETITION WILL NOT HARM COMPETITION.....	7
A. Formulation of 911 Competition Policy in Virginia Should Be Left to the Appropriate State and Local Agencies or Considered in a Rulemaking Proceeding or a Proceeding Initiated Under a Notice of Inquiry.....	7
B. Denial of Intrado's Petition Will Not Harm Competition for the Provision of 911 Services .....	9
CONCLUSION.....	14

## **INTRODUCTION**

In this arbitration under Section 251(c), the Wireline Competition Bureau of the Federal Communications Commission (“Bureau”) stands in the shoes of the Virginia Commission for the limited purpose of deciding the interconnection disputes that were the subject of the Virginia Commission proceeding. The only question the Bureau is asked to consider is whether, under the existing rules, Intrado is entitled to interconnection under Section 251(c), and if so, what terms should apply. Here, as Verizon and Embarq have explained (and as the Florida and Illinois Commission have already found), Intrado’s 911 services are neither “telephone exchange services” nor the provision of “exchange access,” so Intrado is not entitled to arbitration of a Section 251(c) interconnection agreement. Intrado’s petition, therefore, should be dismissed.

Even if the Bureau were to consider the substance of Intrado’s proposed interconnection arrangements, it should reject them, because Intrado seeks arrangements that are at odds with the requirements of Section 251(c). In addition, Intrado’s proposed arrangements are not necessary to bring competition to the provision of 911 services. Intrado does not need the particular interconnection arrangements it seeks to provide its 911 services in Virginia. Verizon has offered Intrado a number of options that would allow it to provide all of its 911 services, including the arrangements Verizon routinely enters into with CLECs; meet-point arrangements; and the opportunity to enter a commercial interconnection agreement. In fact, Intrado has already entered a commercial agreement with Embarq in Florida, after the Commission there dismissed Intrado’s arbitration with Embarq.

By contrast, Intrado’s requested interconnection arrangements undermine competition by introducing a competitive disadvantage for existing providers. Moreover, Intrado’s proposed arrangements inject unnecessary risks into the provision of 911 services. No state commission

has approved Intrado's proposed network architecture; to the extent they have responded at all to Intrado's policy arguments that Intrado's proposals are necessary to promote 911 competition and public safety, they have rejected them, as should this Commission.

The question of whether or how to authorize competition for 911 services in Virginia or to decide what the best 911 arrangements and practices might be requires substantial input from Virginia (and from the states, in general). Virginia, like many other states, has a complex and comprehensive statutory and regulatory regime governing planning, implementation, funding, and cost recovery for 911 services. *See, e.g.*, Va. Code §§ 56-484.12-484.25; 20 VAC5-425. In addition, numerous governmental and industry groups, as well as local public safety answering points ("PSAPs"), incumbent and competitive local exchange carriers, and wireless carriers, participate in providing 911 services. The appropriate forum for the Commission to examine 911 competition policy issues from a federal perspective would be a notice of inquiry or rulemaking proceeding, where the Commission can engage in the thorough and careful policy analysis, with input from all interested parties, that would be impossible on this arbitration record.

**I. INTRADO'S 251(c) ARBITRATION PROCEEDING SHOULD BE DISMISSED**

In this Section 251(c) arbitration, the Bureau stands in the shoes of the Virginia Commission to consider solely the narrow question that was before that agency. Therefore, the only question before the Bureau is whether Intrado is entitled to interconnection and if so, on what terms. Intrado's petition should be dismissed, or even if not dismissed, should be rejected.

**A. The Arbitration Proceeding Here Is Necessarily Limited**

Section 252(e)(5) of the Act, 47 U.S.C. § 252(e)(5), provides that "[i]f a State commission fails to act to carry out its responsibility under this section in any proceeding . . . .

the Commission shall issue an order preempting the State commission's jurisdiction of that proceeding or matter within 90 days after being notified (or taking notice) of such failure, and shall assume the responsibility of the State commission under this section with respect to the proceeding or matter and act for the State commission." Pursuant to this section, the Bureau has "assume[d] the jurisdiction of the Virginia Commission over the interconnection arbitration proceeding between Intrado and Verizon in Virginia."<sup>1</sup> The Bureau is now standing in the place of the Virginia Commission in order to decide the "interconnection disputes that were the subject of the Virginia Commission proceeding." *Id.* ¶ 5. Those specific interconnection disputes (should the Bureau even reach them) do not include, or require the resolution of, any general policy issues concerning the competitive provision of 911 voice services. It is therefore improper to undertake the kind of general policy inquiry contemplated in the Public Notice as part of this arbitration proceeding and consistent with Commission precedent to refrain from doing so. *See, e.g.*, 47 U.S.C. § 252(b)(4)(A) ("The State commission shall limit its consideration of any petition under paragraph (1) (and any response thereto) to the issues set forth in the petition and in the response, if any, filed under paragraph (3)"); *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*, Order, 17 FCC Rcd 27039, ¶ 3 (2002) (the Commission's review "address[es] the issues that the parties have presented for arbitration – the only issues that we decide in this order").

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<sup>1</sup> *Petition of Intrado Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Verizon South Inc. and Verizon Virginia Inc. (collectively, Verizon)*, Order, 2008 FCC Lexis 7423 (2008).

## **B. Intrado's Petition Should Be Dismissed**

Because Intrado is not entitled to interconnection under Section 251(c), its petition should be dismissed. As Verizon has explained, Intrado is not entitled to Section 251(c) interconnection because the 911 services Intrado intends to provide are not "telephone exchange services" as defined in the Act. And Intrado does not even suggest that the 911 services it plans to offer meet the Act's definition of "exchange access." Indeed, some state commissions have already ruled that Intrado is not entitled to Section 251(c) interconnection. Last year, the Florida Public Service Commission dismissed Intrado's arbitrations with AT&T and Embarq because Intrado's planned 911 service does not constitute "telephone exchange service" under the Act and Intrado is therefore *not* entitled to Section 251(c) interconnection with ILECs.<sup>2</sup> The Illinois Commerce Commission, likewise, declined to decide Intrado's substantive disputes with AT&T about proposed interconnection agreement terms, because those disputes were "rendered moot and superfluous" by the Commission's conclusion that Intrado's 911 services do not entitle it to Section 251(c) interconnection:

[T]he Commission is neither willing nor authorized to expand the specific provisions of the law beyond their apparent meaning. The Congress did not say that *any* market entrant is entitled to interconnection under subsection 251(c)(2). Rather, it described the entrants entitled to such interconnection with particularity. Irrespective of this Commission's interest in expanding competition, we cannot exceed the limits established by the Congress.<sup>3</sup>

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<sup>2</sup> See generally *Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and Conditions for Interconnection and Related Arrangements with AT&T Florida, Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended*, Docket No. 070736-TP, Final Order (Dec. 3, 2008) ("*Fla. AT&T/Intrado Order*"); *Petition by Intrado Comm., Inc. for Arbitration of Certain Rates, Terms, and Conditions for Interconnection and Related Arrangements with Embarq Florida, Inc., Pursuant to Section 252(b) of the Comm. Act, as Amended*, Docket No. 070699-TP, Final Order (Dec. 3, 2008) ("*Fla. Embarq/Intrado Order*").

<sup>3</sup> *Petition for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended, to Establish an Interconnection Agreement with Illinois Bell Tel. Co.*, Arbitration Decision, Docket No. 08-0545, at 19 (March 17, 2009) (emphasis original).

The Public Utilities Commission of Ohio also concluded that Intrado was not entitled to Section 251(c) interconnection to take the ILECs' end users' calls to Intrado-served PSAPs.<sup>4</sup> And the Arbitrators in Intrado's arbitrations with AT&T and Verizon in Texas have also raised doubts about whether ILECs can be forced to arbitrate interconnection agreements with Intrado for the 911 services it plans to provide.<sup>5</sup>

For the reasons Verizon explained in its Response to Intrado's Petition, the Bureau should find that Intrado is not entitled to Section 251(c) interconnection for the 911 services it plans to offer.

**C. Even If the Bureau Considers Intrado's Proposed Interconnection Arrangements, It Should Reject Them**

If the Bureau determines that Intrado is entitled to Section 251(c) interconnection and proceeds with this arbitration (which it should not), the Commission should reject Intrado's proposed interconnection arrangements, which do not conform to the requirements of Section 251(c) and which openly seek to shift the costs of Intrado's 911 network to Verizon and other carriers, regardless of the public safety risks Intrado's planned network architecture poses.

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<sup>4</sup> See *Petition of Intrado Comm. Inc. for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934 as Amended, to Establish an Interconnection Agreement with AT&T Ohio*, Case No. 07-1280-TP-ARB, Arbitration Award ), at 21 (March 4, 2009; *Petition of Intrado Comm., Inc. for Arbitration Pursuant to Section 252(b) of the Comm. Act of 1934, as Amended, to Establish an Interconnection Agreement with Cincinnati Bell Tel. Co.*, Case No. 08-537-TP-ARB, Arbitration Award, at 8 (Oct. 8, 2008) ("*Ohio CBT/Intrado Order*"); *Petition of Intrado Comm., Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with Verizon North Inc., Pursuant to Section 252(b) of the Telecom. Act of 1996*, Case No. 08-198-TR-ARB, Arbitration Award, at 5 (June 24, 2009) ("*Ohio VZ North/Intrado Order*"). The Ohio Commission improperly arbitrated commercial, section 251(a) agreement terms in these cases, although neither Intrado nor the ILECs asked it to do so.

<sup>5</sup> *Petition of Intrado Comm., Inc. for Compulsory Arbitration with Verizon Southwest Under the FTA Relating to Establishment of an Interconnection Agreement*, Docket No. 36185, Order No. 2 Requesting Briefs on Threshold Legal Issues (Oct. 17, 2008).

First, the parties disagree about the form of interconnection for delivering 911 calls to Intrado. Section 251(c) requires an ILEC to allow a requesting carrier to interconnect at “a technically feasible point within the [incumbent] carrier’s network.” *See also* 47 C.F.R. § 51.305(a) (“[a]n incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC’s network: . . . (2) [a]t any technically feasible point within the incumbent LEC’s network”). But Intrado proposes that Verizon interconnect at technically feasible points *within Intrado’s network*, the locations of which Intrado has never identified. Under Intrado’s proposal, Verizon would be required to transport its end users’ 911 calls to points of interconnection (“POIs”) on Intrado’s network (wherever those POIs might be located) and Intrado would transport those calls to Intrado-served PSAPs. But instead of being paid for such transport by the PSAPs, as Verizon is today where it transports 911 calls directly to the PSAP, Intrado expects Verizon to bear the cost of hauling those calls to Intrado’s network. Intrado’s proposal is not only improper under Section 251(c), but would effectively shift some of the costs of Intrado’s 911 services to Verizon and other carriers and give Intrado an unfair competitive advantage over its competitors.

Second, Intrado proposes to separately charge Verizon for interconnecting at the POIs on Intrado’s network. These charges are not typically imposed by Verizon on other carriers. By proposing to impose these charges on Verizon (and, presumably, all other carriers that interconnect with Intrado), Intrado is further attempting to shift its 911 costs to other carriers and gain an unfair competitive advantage in marketing its services to local 911 authorities.

Third, Intrado’s proposal seeks to dictate Verizon’s network configuration on Verizon’s side of the POI. Intrado wants Verizon to establish dedicated trunking facilities from each affected Verizon end office to the relevant POIs on Intrado’s network. Intrado’s proposal

undermines the fundamental legal principle that the POI defines each party's respective responsibility for network facilities and that each party is solely responsible for its network facilities and arrangements on its side of the POI. Intrado's proposal would preclude Verizon from using its existing network facilities and arrangements to deliver 911 calls to Intrado and would force Verizon to deploy unnecessary trunking facilities and costly end office switch configurations.

## **II. DENIAL OF INTRADO'S PETITION WILL NOT HARM COMPETITION**

The Bureau has sought comment on the issue of how competition in the provision of 911 services would affect the provision of public safety services in Virginia.<sup>6</sup> As an initial matter, any policy inquiry into competitive provision of 911 services would be complex, involving state and local agencies, existing and potential competitive carriers, public safety, and consumers. There is no need to conduct any such inquiry in the context of this arbitration, because the arbitration does not raise 911 competition policy issues; but should the Commission wish to fairly and adequately review 911 policy issues from a federal perspective, it should do so in a notice of inquiry or rulemaking where all interested parties can participate. In any event, denial of Intrado's petition here will not harm competition. To the contrary, Intrado's proposed interconnection arrangements are unsound from a policy perspective.

### **A. Formulation of 911 Competition Policy in Virginia Should Be Left to the Appropriate State and Local Agencies or Considered in a Rulemaking Proceeding or a Proceeding Initiated Under a Notice of Inquiry**

As Verizon has explained, the Bureau's mandate in this arbitration is to determine the scope of Verizon's interconnection obligations to Intrado under Section 251(c) and the

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<sup>6</sup> *Comment Sought on Competitive Provision of 911 Service Presented by Consolidated Arbitration Proceedings*, Public Notice, WC Docket Nos. 08-33, 08-185; DA 09-1262, at 2 (Rel. June 4, 2009).

Commission's rules implementing that section. It is not to consider what kind or how much 911 competition may be authorized in Virginia; to decide what 911 arrangements and practices might be ideal for Virginia; or to determine any other general questions concerning 911 competition in Virginia (or elsewhere).

Those general policy matters are not presented by any of the arbitration issues, and they are, in any event, properly left to the entities already charged with the development of 911 policies under Virginia's detailed statutory and regulatory regime governing 911 service planning, implementation, funding, and cost recovery. *See, e.g.*, Va. Code Ann. §§ 56-484.12-484.25 (2009); 20 VAC 5-425 (2009). For example, the Wireless E-911 Services Board, which is managed by the Public Safety Communications Division of the Virginia Information Technology Agency, is the primary entity charged with planning for the future of E-911 services in Virginia. In accordance with this charge, it has produced a Statewide Comprehensive 9-1-1 Plan.<sup>7</sup>

The Commission should avoid disrupting such efforts or otherwise treading on the authority over 911 policies and practices the states have been granted by their legislatures. Rather than issuing general policy edicts on the basis of the limited record in this arbitration, the Bureau should make clear that (if it goes forward with arbitration at all) its decisions on the parties' disputes cannot affect any company's obligation to comply with its 911 tariffs or Virginia's 911 statutes and rules. To the extent the provision of competitive 911 service is authorized under Virginia law, the marketplace should be permitted to determine the merits of Intrado's, Verizon's, and other providers' 911 products.

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<sup>7</sup> Commonwealth of Virginia Statewide Comprehensive Plan for 9-1-1 (January 2008) available at [http://www.vita.virginia.gov/uploadedFiles/ISP/E-911\\_Board/VA\\_Comprehensive\\_Plan\\_for\\_9-1-1\\_Final.pdf](http://www.vita.virginia.gov/uploadedFiles/ISP/E-911_Board/VA_Comprehensive_Plan_for_9-1-1_Final.pdf)

If the Commission nevertheless wishes to examine 911 competition issues from a federal perspective, an arbitration proceeding is not the appropriate forum to do so. The appropriate forum for any 911 policy inquiry would instead be a rulemaking proceeding or a proceeding initiated under a notice of inquiry, where the Commission can engage in the thorough and careful policy analysis impossible on this arbitration record. That broader proceeding, unlike this arbitration, would give all entities interested in 911 issues a meaningful opportunity to participate as parties.

**B. Denial of Intrado's Petition Will Not Harm Competition for the Provision of 911 Services**

Contrary to Intrado's hyperbole, this is not a proceeding about 911 competition, and Verizon is not trying to keep Intrado out of the 911 business in Virginia or anywhere else. On the contrary, even though Intrado is not entitled to Section 251(c) interconnection arrangements, Verizon offered Intrado the same kind of interconnection arrangements that Verizon offers to CLECs providing telephone exchange services. Verizon also offered Intrado meet-point interconnection arrangements on terms and conditions consistent with the Commission's requirements for Section 251(c) agreements. And Verizon remains willing to negotiate commercial interconnection terms with Intrado that may better suit Intrado's 911 services than Section 251(c) interconnection. Intrado, however, rejected all of these options, insisting only on its proposals that would allow it to shift the costs of its 911 network to Verizon, and that are unlike any Section 251(c) interconnection arrangements provided to any interconnecting carrier.

Intrado does *not* need these uniquely favorable interconnection arrangements to provide its 911 services. It can provide its 911 services under the arrangements Verizon has offered Intrado and that apply to CLECs, or it can negotiate commercial interconnection terms. In fact, Intrado has already negotiated a commercial agreement with Embarq in Florida as a result of the

Florida Commission's ruling dismissing Intrado's petition for arbitration with Embarq.<sup>8</sup> And under cross-examination in Verizon's arbitration with Intrado in Maryland, Intrado admitted that the Commission's rejection of Intrado's proposal for interconnection on its own network would not be a "deal breaker" for Intrado's planned 911 services in Maryland.<sup>9</sup> Indeed, all the state commissions that did not reject Intrado's petition outright and that did review Intrado's network architecture proposal have rejected it. The Massachusetts and West Virginia Commissions (without addressing the issue of whether Intrado had a right to section 251(c) interconnection at all) adopted Verizon's proposed network architecture.<sup>10</sup> Although these decisions will require Intrado to abandon its proposed interconnection arrangements, there is no indication that Intrado will not seek to provide its 911 services under the terms of the arbitrated interconnection agreements in these states. Therefore, denial of Intrado's petition will not harm competition.

Indeed, Intrado's proposed interconnection arrangements are unsound from a policy perspective. Under its proposal, Intrado would force Verizon to interconnect with Intrado on Intrado's network, at unspecified locations – at as many points of interconnection ("POIs") as Intrado wishes and as far from Verizon facilities as Intrado wishes. Intrado would require Verizon to incur the cost of at least two direct trunks from each affected Verizon end office to

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<sup>8</sup> See Fifteenth Consolidated Status Report of Intrado Comm. of Virginia Inc., WC Docket Nos. 08-33 and 08-185 at 1 (filed July 2, 2009) ("As a result of the Florida arbitration ruling, the Parties have entered into a Wireline E911 Network Services Commercial Interconnection Agreement as of June 22, 2009.").

<sup>9</sup> See *Petition of Intrado Comm. for Arbitration to Establish an Interconnection Agreement with Verizon Maryland Inc. Pursuant to the Federal Telecommunications Act*, Md. P.S.C. Case No. 91-38, Hearing Tr. at Tr. 51-52 (Jan. 7, 2009).

<sup>10</sup> In addition, the Ohio Commission, which (erroneously) relied on section 251(a) to require Verizon to interconnect with Intrado on Intrado's network, rejected Intrado's proposal to establish multiple POIs, required interconnection only within Verizon's service territory, and rejected Intrado's direct trunking proposal. *VZ North/Intrado Order*, at 5-6, 19-20 (June 24, 2009).

those POIs on Intrado's network, and it would separately charge Verizon for interconnecting at the POIs on Intrado's network. And because Intrado's proposal to force Verizon to establish direct trunks from its end offices would prohibit Verizon from using its selective routers to sort calls to Intrado-served PSAPs, Verizon would have to develop some new call-sorting capability in those end offices. Verizon would have to bear the unknown, but certainly substantial, costs of these new arrangements, as well.

Moreover, Intrado's proposal would negatively affect every carrier that sends 911 calls to Intrado-served PSAPs. Today, most CLECs and wireless carriers connect through Verizon's selective routers to route their calls to the appropriate PSAP. Under Intrado's proposal, Verizon could not send any traffic – its own or other carriers' – through its selective routers to PSAPs served by Intrado. Only Verizon's calls would flow over the direct trunks from Verizon's end offices to Intrado's POIs under Intrado's plan. So other carriers would have to implement the same direct trunking/mystery end-office call-sorting arrangements Intrado demands of Verizon here. The network architecture plan Intrado asks the Bureau to approve in this arbitration will not work unless Intrado can force it on all of these other carriers that are not parties to this or any other state arbitration. If Intrado cannot reach agreement on interconnection arrangements with these other carriers, their calls to Intrado-served PSAPs will not go through. And neither Verizon's end users' calls nor these other carriers' calls will get to Intrado-served PSAPs if no one can come up with a reliable call-sorting method as an alternative to the industry-standard selective routing method used today. Intrado's only response to this serious public safety concern is that Verizon (and apparently other carriers) should be expected to figure out (as well as pay for) this new call-sorting method.

A number of state commissions have expressed concern about the negative policy implications of Intrado's proposals. For example, the Florida Public Service Commission cited these "public interest considerations," even while dismissing Intrado's Petitions with AT&T and Embarq on legal grounds. The Florida Commission noted that Intrado's proposal (the same one it makes here) presented public safety issues because "carriers could potentially be transporting 911/E911 emergency calls up and down the state over great distances, perhaps even out of state." *Fla. AT&T/Intrado Order*, at 8; *see also Fla. Embarq/Intrado Order*, at 7 ("we are concerned that carriers may be forced to transport 911/E911 calls over great distances, perhaps even out of state."). And it raised the same concerns about Intrado's self-evident cost-shifting proposals that Verizon has here, observing that the type of interconnection arrangements Intrado is requesting "could present a serious disadvantage to [the ILEC], who would pay for Intrado Comm. establishing its 911/E911 service. We are concerned that the costs for interconnection would be borne by [the ILEC]." *Fla. AT&T/Intrado Order* at 7; *see also Fla. Embarq/Intrado Order* at 6 ("[w]e are concerned that the costs for interconnection would be born by the [ILEC].")

In Intrado's arbitrations with Embarq and Cincinnati Bell, after finding that there was no law to support Intrado's direct trunking proposal, the Ohio Commission pointed to "conflicting evidence concerning the reliability and expense of implementing" Intrado's direct trunking proposal as additional reasons for rejecting it in both arbitrations. *Ohio Embarq/Intrado Order*, at 33; *see also Ohio CBT/Intrado Order*, at 15.<sup>11</sup> The Massachusetts Department of Telecommunications and Cable ("DTC") held that Verizon could not be required, as a matter of law, to interconnect with Intrado on Intrado's network, but also rejected Intrado's policy

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<sup>11</sup> *Petition of Intrado Comm. 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*, Case No. 08-537-TR-ARB, Arbitration Award (Oct. 8, 2008) ("*Ohio CBT/Intrado Order*").

arguments that interconnection on Verizon's network harmed public safety and was inconsistent with industry standards. *Mass. Intrado/Verizon Order*, at 35.<sup>12</sup> The West Virginia Commission, likewise, considered Intrado's claims that its proposal would promote 911 network reliability and redundancy irrelevant to determining the issue of Intrado's interconnection rights, but rejected those policy claims, anyway. *West Virginia Arb. Award* at 13.<sup>13</sup>

In summary, the Bureau should reject all of Intrado's proposals, including its network architecture that would: (1) mandate how Verizon would process 911 calls on its side of the POI, whether the POI is on Verizon's or Intrado's network; (2) require Verizon to develop alternate call-sorting capabilities that already exist in Verizon's selective routers; (3) and extend Verizon's local exchange network beyond its service territory, at Intrado's discretion – and to make Verizon and other carriers pay for all of these changes, simply to enable Intrado to obtain an artificial price advantage in the marketplace.

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<sup>12</sup> *Petition for Arbitration of an Interconnection Agreement Between Intrado Communications Inc. and Verizon New England Inc. d/b/a Verizon Massachusetts*, Arbitration Award, Docket No. D.T.C. 08-9 (May 8, 2009) (“*Mass. Intrado/Verizon Order*”).

<sup>13</sup> *Intrado Comm. Inc. and Verizon West Virginia Petition for Arbitration filed Pursuant to § 252(b) of 47 U.S.C. and 150 C.S.R. 6.15.5*, Case No. 08-0298-T-PC (Nov. 14, 2008) (“*West Virginia Arb. Award*”).

## CONCLUSION

For the reasons stated above, the Commission should not conduct a general policy inquiry as part of this arbitration proceeding.

Respectfully submitted,

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July 6, 2009

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## CERTIFICATE OF SERVICE

I hereby certify that on this 6<sup>th</sup> day of July, 2009, a copy of the foregoing Comments of Verizon were served on the following:

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