



J. Phillip Carver
Senior Attorney
Legal Department

AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

T: 404.335.0710
F: 404.614.4054
j.carver@att.com

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May 28, 2008

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COMMISSION
CLERK

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

Re: Docket No. 070736-TP: In the Matter of the 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 Florida

Dear Ms. Cole:

Enclosed is an original and 15 copies of BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Rebuttal Testimony of Mark Neinast and Patricia H. Pellerin, which we ask that you file in the captioned docket.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver

<u>CHP</u>	
<u>UDM</u>	<u>5</u>
<u>CPA</u>	<u>1</u>
<u>CCR</u>	
<u>CCJ</u>	<u>2</u>
<u>CCF</u>	
<u>PCA</u>	
<u>CLR</u>	
<u>SCA</u>	
<u>SEC</u>	
<u>OTI</u>	

cc: All parties of record
Gregory Follensbee
E. Earl Edenfield, Jr.
Lisa S. Foshee

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AT&T FLORIDA
REBUTTAL TESTIMONY OF PATRICIA H. PELLERIN
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP
MAY 28, 2008

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING.

A. Yes. I filed direct testimony on April 21, 2008.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My rebuttal testimony updates the status of the issues in dispute and responds to portions of the direct testimony filed by Carley Spence-Lenss ("Spence-Lenss Direct"), Cynthia Clugy ("Clugy Direct"), and Thomas Hicks ("Hicks Direct") on behalf of Intrado Communications Inc. ("Intrado"). Specifically, I address Issues 1, 2, 3(a), and 13(a).

Q. DO YOU HAVE ANY CORRECTIONS TO YOUR DIRECT TESTIMONY FOR ISSUES YOU DO NOT ADDRESS ON REBUTTAL?

A. Yes. In footnote 39 on page 49 of my direct testimony, I cited to AT&T Florida's access tariff at Section E6.7.4.6. The correct reference is Section E7.4.6.

Q. DO YOU HAVE ANY REVISIONS TO THE EXHIBITS PROVIDED WITH YOUR DIRECT TESTIMONY?

1 A. Yes. I have revised two of my exhibits to reflect the current status of
2 the issues to be arbitrated as a result of the parties' ongoing
3 negotiations. These revisions are reflected in the attached Revised
4 Exhibit PHP-2 and Revised Exhibit PHP-3.

5

6 Q. PLEASE PROVIDE A STATUS REGARDING THE ISSUES IN
7 DISPUTE.

8 A. Intrado identified 36 issues in its arbitration Petition (numbered I
9 through IX.E), and AT&T Florida included one additional issue in its
10 Response (numbered 1-37). Based on input from the parties, the
11 Commission issued its procedural order on March 21, 2008 and
12 included a revised list of 36 issues (57 total when including subparts,
13 five of which are encompassed by Issues 1 and 2). Of the remaining 52
14 issues, the parties have resolved the following 17 issues: 8(b), 11, 12,
15 14(a-b), 16, 17(a-b), 19, 21, 26, 27(a-b), 28, 30(a-b) and 31. One issue
16 reflected in my direct testimony as resolved is now open again. At the
17 time AT&T Florida's direct testimony was filed, Issue 8(a) was resolved
18 and Issue 8(b) was open. As a result of further negotiations between
19 the parties, the opposite is now true – Issue 8(a) is open and Issue 8(b)
20 is resolved. Mr. Neinast discusses Issue 8(a) in his rebuttal testimony.

21

22 In addition, there are ten issues that AT&T resolved in negotiations with
23 Intrado for an Ohio ICA (13-state template) and for which the parties
24 agree there is no content dispute.¹ In my direct testimony, I therefore

¹ This includes Issues 18(a, b), 20, 22, 23, 25(b-d), 33 and 35.

1 reflected these issues as resolved; however, Intrado seeks to retain
2 them as issues for arbitration. I will address these issues in the context
3 of Issue 2 below.

4
5 An additional six issues will not need to be addressed if the
6 Commission determines in Issue 2 that AT&T's 9-state template is the
7 proper basis for negotiating a Florida ICA.² See page 1 of Revised
8 Exhibit PHP-3.

9
10 **ISSUE 1(a): WHAT SERVICE(S) DOES INTRADO CURRENTLY PROVIDE**
11 **OR INTEND TO PROVIDE IN FLORIDA?**

12 **ISSUE 1(b): OF THE SERVICES IDENTIFIED IN ISSUE 1(a), FOR WHICH,**
13 **IF ANY, IS AT&T REQUIRED TO OFFER INTERCONNECTION**
14 **UNDER SECTION 251(c) OF THE TELECOMMUNICATIONS**
15 **ACT OF 1996?**

16
17 Q. WHAT DO INTRADO'S WITNESSES SAY ABOUT THE SERVICE(S)
18 INTRADO CURRENTLY PROVIDES OR INTENDS TO PROVIDE IN
19 FLORIDA?

20 A. Intrado's witnesses state that Intrado intends to provide emergency
21 services to PSAPs and other carriers.³ While seeking to include in the

² With a decision in Issue 2 to utilize the 9-state template, Issues 13(b), 15, 25(a), 32, and 34(a, b) will not need to be addressed because Intrado's disputes are not present in the 9-state language (and AT&T Florida will not introduce them). In addition, certain language disputes in Issues 3(b), 4(b), 4(c), 7(a-b), 9, 13(a), and 29(a) also do not exist in the 9-state template, further limiting the scope of issues the Commission must address. See page 2 of Revised Exhibit PHP-3.

³ Spence-Lenns Direct at 12, Hicks Direct at 4-5.

1 ICA terms and conditions for basic local exchange service (and raising
2 numerous arbitration issues related to that language), Intrado does not
3 intend to provide basic local exchange services. Moreover, Ms.
4 Spence-Lenss is the only Intrado witness to even mention non-911
5 services in the context of discussing what services Intrado intends to
6 offer – and she simply indicates in passing that Intrado may offer other
7 services sometime “in the future.”⁴ In addition, Intrado’s tariff is limited
8 to emergency services and does not include either local exchange
9 service or exchange access. There is no indication that Intrado will
10 ever offer basic local exchange services to end users.

11

12 Q. MS. SPENCE-LENSS STATES THAT INTRADO INTENDS TO OFFER
13 “TELEPHONE EXCHANGE SERVICE” TO PSAPS, SIMILAR TO
14 WHAT AT&T FLORIDA OFFERS (SPENCE-LENSS DIRECT AT 12).
15 DO YOU AGREE?

16 A. No.⁵ Ms. Spence-Lenss improperly equates AT&T Florida’s “telephone
17 exchange communication service” with “Telephone Exchange Service,”
18 as defined by the Act. AT&T Florida offers a communication service
19 within a telephone exchange. The FCC uses the term “communication
20 service,” however that term is not limited to the context of Section 251
21 of the Act, but also applies, for example, to Section 202 regarding

⁴ Spence-Lenss Direct at 12.

⁵ AT&T Florida does (separately) offer Telephone Exchange Service to PSAPs, but only for administrative purposes – not as part of 911 service. Any CLEC may also provide administrative lines to PSAPs, independent of 911 service.

1 interexchange service.⁶ Moreover, AT&T Florida does not classify its
2 E911 service as "Business Exchange Service," which only applies to
3 *basic* 911 service, as Ms. Spence-Lenss acknowledges.⁷ Mr. Hicks
4 describes Intrado's IEN service offering as "next generation 911
5 network" (Hicks Direct at 4), so it is obvious that Intrado does not intend
6 to offer emergency services comparable to AT&T Florida's *basic* 911
7 service, which is the predecessor to AT&T Florida's E911 (*i.e.*,
8 enhanced) service. Furthermore, it is obvious that Intrado intends to
9 provide 911 services differently than AT&T Florida does. Thus, even if
10 AT&T Florida's E911 services were deemed to be local exchange
11 services, which AT&T Florida does not concede, it does not
12 automatically follow that Intrado's 911 services would be properly
13 classified as local exchange services as well.

14

15 Access to 911 is included as part of local exchange service provided to
16 end users, and an end user dialing 911 uses his/her local exchange
17 service for such access – but the routing and delivery of the 911 call is
18 based on municipal boundaries, not exchange boundaries. Once a 911
19 call connects to the 911 selective router, the call proceeds on the
20 dedicated 911 network – separate and distinct from the Public Switched
21 Telephone Network ("PSTN").

22

⁶ *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, *First Report and Order*, 11 F.C.C. Rcd. 15,499, FCC 96-325 (rel. Aug. 8, 1996), ¶ 851.

⁷ Spence-Lenss Direct at 14.

1 **ISSUE 1(c): OF THE SERVICES IDENTIFIED IN ISSUE 1(a), FOR WHICH,**
2 **IF ANY, SHOULD RATES APPEAR IN THE ICA?**

3 **ISSUE 1(d): FOR THOSE SERVICES IDENTIFIED IN ISSUE 1(c), WHAT**
4 **ARE THE APPROPRIATE RATES?**

5

6 Q DO YOU HAVE ANY CORRECTIONS TO YOUR DIRECT
7 TESTIMONY WITH RESPECT TO PRICING?

8 A. Yes. In my direct testimony, I stated that AT&T Florida does not intend
9 to charge for interconnection trunks. That is incorrect. AT&T Florida
10 has proposed its generic nonrecurring charges for interconnection
11 trunks as set forth in its 9-state pricing attachment to ICA Attachment
12 3.⁸ These are the same charges that would apply when Intrado obtains
13 911 trunks from AT&T Florida. AT&T Florida's price list also includes
14 nonrecurring charges and monthly recurring rates for local
15 interconnection transport that could apply, depending on Intrado's
16 interconnection arrangement to AT&T Florida.

17

18 Q. HAS AT&T FLORIDA PROPOSED RATES SPECIFIC TO THE 911
19 DATABASE?

20 A. No. AT&T's 9-state template does not include prices relative to the 911
21 database, which is referred to in ICA Attachment 2 as the Automatic

⁸ AT&T's 9-state ICA was provided with its response to Intrado's arbitration petition. This is another example of a situation where AT&T's 13-state standard terms and conditions are inappropriate for a 9-state agreement, since AT&T does not charge for interconnection trunks in the 13-state region.

1 Location Identification / Database Management System ("ALI/DMS")
2 database.

3

4 Q. MS. SPENCE-LENSSE STATES THAT INTRADO PROPOSED RATES
5 FOR ITS INTERCONNECTION WITH AT&T FLORIDA (SPENCE-
6 LENSS DIRECT AT 16). DO YOU AGREE?

7 A. No. Intrado did not propose any 911 charges for application in Florida.
8 However, on April 2, 2008 Intrado provided AT&T with a pricing exhibit
9 in the context of negotiations for an ICA in Ohio, which I have attached
10 as Exhibit PHP-4.

11

12 Q. WHAT COMMENTS DO YOU HAVE REGARDING THAT EXHIBIT?

13 A. The header of Intrado's pricing exhibit is labeled "INTELLIGENT
14 EMERGENCY NETWORK SERVICE[®] E9-1-1 STANDALONE
15 AGREEMENT." This label indicates to me that Intrado is proposing to
16 charge AT&T Florida for what appear to be port charges as though the
17 parties had a commercial agreement whereby AT&T Florida was
18 purchasing Intrado's IEN service. If Intrado wants to negotiate for a
19 commercial agreement for the parties' 911 interconnection
20 arrangements, AT&T Florida certainly is willing to do so. But Intrado
21 should not be imposing its commercial rates (which it implies are retail
22 rates⁹) on AT&T Florida in a Section 251 ICA.

23

⁹ Clugy Direct at 21.

1 Q. MS. SPENCE-LENSS ALSO STATES THAT INTRADO'S PORT
2 CHARGES ARE "SIMILAR TO THE ENTRANCE FACILITY AND PORT
3 CHARGES IMPOSED BY AT&T ON COMPETITORS FOR
4 INTERCONNECTION TO AT&T'S NETWORK" (SPENCE-LENSS
5 DIRECT AT 16). HOW DO YOU RESPOND?

6 A. Intrado has not explained how its charges would be assessed, so I am
7 unable to respond to Ms. Spence-Lenss' claim that the rates are
8 comparable. Mr. Hicks states that pricing terms and conditions should
9 be reciprocal,¹⁰ but he makes no such assertion about the rates
10 themselves.

11

12 Furthermore, Intrado should not be charging AT&T Florida for entrance
13 facilities (or at rates commensurate with entrance facilities), because
14 AT&T Florida will utilize its own facilities (not Intrado's) to interconnect
15 with Intrado.

16

17 Q. DOES INTRADO PROPOSE TO CHARGE AT&T FLORIDA FOR
18 SERVICES OTHER THAN THE PORT CHARGES DISCUSSED
19 ABOVE?

20 A. While Intrado has not provided AT&T Florida with any rates it intends to
21 impose beyond what is reflected in its pricing exhibit, Intrado proposed
22 language in Appendix 911 Section 6.1.1.2 that, to the extent AT&T
23 Florida does not segregate 911 traffic to route directly from the end

¹⁰ Hicks Direct at 14.

1 office to Intrado's Selective Router, AT&T Florida will bear any and all
2 costs Intrado might incur as a result. This Intrado language is another
3 demonstration of its objective to improperly shift its costs to AT&T
4 Florida and/or impose additional costs on AT&T Florida. Mr. Neinast
5 responds to the technical aspects of Intrado's testimony in his rebuttal
6 testimony for Issue 3(a).

7

8 **ISSUE 2: IS AT&T'S 9-STATE TEMPLATE INTERCONNECTON**
9 **AGREEMENT THE APPROPRIATE STARTING POINT FOR**
10 **NEGOTIATIONS? IF NOT, WHAT IS?**

11

12 Q. MS. SPENCE-LENSSE STATES THAT INTRADO SEEKS
13 "CONSISTENT INTERCONNECTION TERMS ACROSS AT&T'S 22-
14 STATE OPERATING TERRITORY."¹¹ DOES THE 13-STATE
15 TEMPLATE PROVIDE THAT CONSISTENCY?

16 A. No. There are numerous provisions (not yet specifically identified) that
17 would be different for the 9-state region than what is set forth in the 13-
18 state template. Importantly, the majority of AT&T's generic terms and
19 conditions (whether 9-state or 13-state) are unrelated to emergency
20 services – and will therefore not even be applicable to Intrado.

21

22 Q. HAS AT&T FLORIDA OFFERED INTRADO CONSISTENT TERMS
23 AND CONDITIONS FOR 911 SERVICES?

¹¹ Spence-Lensse Direct at 3.

1 A. Yes. AT&T Florida recognizes that Intrado's business plan is limited to
2 the provision of emergency services. Accordingly, AT&T Florida offered
3 (and Intrado agreed) to use two discrete appendices (Appendix 911 and
4 Appendix 911 NIM) to memorialize the terms and conditions for 911
5 service across AT&T's operating territory.¹² The parties have agreed to
6 delete any 911-related terms and conditions from the standard
7 interconnection attachments.

8

9 Q. MS. SPENCE-LENSS CRITICIZES AT&T FLORIDA FOR NOT
10 INFORMING INTRADO OF THE MODIFICATIONS NEEDED TO THE
11 13-STATE TEMPLATE TO ACCOMMODATE THE SPECIFIC
12 REQUIREMENTS IN FLORIDA (SPENCE-LENSS AT 17). PLEASE
13 EXPLAIN.

14 A. AT&T's obligation to offer a 13-state agreement in Florida is limited to
15 an ICA porting request made pursuant to Merger Commitment 7.1. It is
16 therefore only appropriate for AT&T to undertake the significant effort
17 required to modify a 13-state ICA for a CLEC that actually asks AT&T to
18 port an entire *effective* ICA to Florida. Intrado did not make a porting
19 request – it requested negotiation of a new ICA.

20

21 Q. AT&T HAS ACCOMMODATED OTHER CLECS' PORTING
22 REQUESTS FROM A 13-STATE ICA TO A FORMER BELLSOUTH

¹² The parties have negotiated slightly different terms and conditions for 911 services in Ohio to accommodate the Ohio commission's decision to deny Intrado's application for certification as a CLEC and to instead certify Intrado as a Competitive Emergency Services Telecommunications Carrier. To the extent the negotiated Ohio 911 provisions can properly be applied in other states, the parties have agreed to do so.

1 STATE. CAN'T AT&T SIMPLY APPLY THE SAME CHANGES FOR
2 INTRADO, AS MS. SPENCE-LENSS SUGGESTS (SPENCE-LENSS
3 DIRECT AT 17)?

4 A. No. Intrado's request to negotiate a Florida ICA based on the 13-state
5 template is quite different than a porting request. For example, AT&T
6 ported an ICA from Wisconsin to Florida for First Communications, LLC.
7 However, the Wisconsin ICA that formed the basis for the ported
8 agreement is not the same as the 13-state template Intrado marked up
9 (by simply changing "13-state" to "22-state") and filed with its arbitration
10 petition. Thus, changes AT&T made to accommodate First
11 Communications' porting request cannot simply be applied to Intrado's
12 negotiations request. If Intrado likes First Communications' Florida ICA,
13 it can adopt (*i.e.*, MFN into) that ICA.

14
15 Q. AT A HIGH LEVEL, WHAT IS REQUIRED FOR AT&T TO MODIFY AN
16 EXISTING ICA IN RESPONSE TO A PORTING REQUEST
17 PURSUANT TO MERGER COMMITMENT 7.1, SUCH AS WHAT WAS
18 DONE FOR FIRST COMMUNICATIONS?

19 A. AT&T's porting team must review the entire requested ICA, provision by
20 provision, in order to ensure that every provision that must be modified
21 in order for the agreement, as ported, to comply with Merger
22 Commitment 7.1 is appropriately modified. When they perform this
23 review, the members of the porting team consult, as necessary and
24 appropriate, with product managers, attorneys with knowledge of the
25 laws and regulatory requirements of the port-to state, and others.

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As the “subject to” language of the merger commitment provides, the port of an ICA is subject to state-specific pricing and performance plans, and must be technically feasible to implement in the port-to state. Further, the merger commitment does not obligate AT&T to provide any interconnection arrangement or unbundled network element unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in the port-to state and is consistent with the laws and regulatory requirements of the port-to state. In addition, certain administrative changes, such as the operating entity name, are essential for the agreement to be legally binding and operational in the port-to state. The necessary changes to the requested ICA are shown in “redline” form, so that the CLP may easily see the edits to the agreement.

Each porting request is unique as it involves adapting a specific ICA from State A for State B, and with hundreds of effective ICAs in the 22-state region, the permutations are voluminous. But with each porting request, AT&T seeks to provide a complete contract that 1) comports with Merger Commitment 7.1; and 2) results in a workable agreement, by which I mean one that both parties will be able to implement, without breaches, in the port-to state immediately upon the agreement becoming effective.

1 Q. WHAT ARE SOME OF THE COMMON ITEMS THAT WOULD BE
2 REDLINED TO EFFECTUATE A LEGITIMATE PORTING REQUEST?

3 A. Some of the common items that would be redlined include the following

4 • Each product and service in the ported ICA must have
5 corresponding language that conforms with the OSS attributes
6 and limitations in the port-to state. OSS includes all things
7 related to pre-order, ordering, provisioning, maintenance and
8 billing for the products and services in the agreement. AT&T's
9 goal is for the parties to successfully function under the terms of
10 the agreement in the port-to state. Thus AT&T identifies any
11 gaps or hindrances in the contract language that relate to OSS,
12 and provides alternative language that will ensure that the
13 agreement is operational in the port-to state.

14 ○ OSS systems/processes are compatible only within the
15 legacy BellSouth 9-state region, or within the legacy SBC
16 13-state region. Therefore, if the request is to port an ICA
17 from one region to the other, much OSS language in the
18 ported agreement must be replaced with the OSS
19 language for the port-to region.

20 ○ Additionally, if the port-to state cannot accommodate the
21 same mechanized billing as the port-from state for a given
22 product or service, AT&T will conform the agreement such
23 that the products and services are compatible with the
24 mechanized billing processes in the port-to state.

- 1 • Performance Measures (“PMs”) and the accompanying business
2 rules are generally state-specific. Accordingly, the PM and
3 business rule language in the ported ICA is typically replaced
4 with the PM and business rule language of the port-to state.
- 5 • Terms and conditions that conflict with the law or regulatory
6 requirements of the port-to state, as reflected, for example, in the
7 state commission’s rulings, must be replaced with language
8 consistent with the applicable ruling or requirement. For
9 example, many state commissions issued rulings interpreting
10 and implementing the FCC’s Triennial Review Order (“TRO”) and
11 Triennial Review Remand Order (“TRRO”), and those rulings
12 were not necessarily identical from state to state. Language
13 reflecting the port-from state’s TRO/TRRO rulings must typically
14 be replaced with language that is consistent with the rulings of
15 the port-to state.
- 16 • Rates and pricing are state specific; therefore, pricing from the
17 port-from state must be replaced with pricing from the port-to
18 state.
- 19 • Network attributes and limitations, such as switch translations,
20 differ from state to state and must be reflected in the agreement.

21

22 Q YOU MENTIONED ABOVE THAT THERE ARE TEN ISSUES FOR
23 WHICH THE PARTIES HAVE NO CONTENT DISPUTE, BUT WHICH

1 INTRADO INSISTS BE RETAINED AS ISSUES FOR ARBITRATION.
2 HOW DO YOU RESPOND?

3 A. It is important to keep in mind that these issues all relate to language
4 from AT&T's 13-state template. The language disputes for Issues
5 18(a-b), 20, 22, 23, 25(b-d), 33 and 35 were resolved between the
6 parties in the context of negotiations for an ICA in Ohio. These issues
7 simply do not exist if the 9-state template is used.

8
9 I find Intrado's direct testimony on the specific issues curious. For each
10 issue, Intrado's witnesses explain Intrado's support for its proposed
11 language¹³ – but as I stated, the parties have reached resolution on the
12 content in the 13-state context. There is no content dispute for the
13 Commission to decide in Florida, so it makes no sense to offer such
14 testimony. Intrado's witnesses go on to state that because each of
15 these issues was resolved for Ohio's ICA based on the 13-state
16 template, Intrado should have the same language in Florida. That is
17 exactly the issue presented by the parties for Issue 2 – there is no need
18 to retain ten additional issues and argue language content when there
19 is no dispute.

20
21 In the event the Commission concludes that the 9-state template is the
22 proper foundation for the parties' ICA in Florida, it would be
23 inappropriate to import the 13-state language from these ten issues into

¹³ See, for example, Clugy Direct at pages 14-15 for Issue 20.

1 a 9-state agreement – just as it would be improper to require other
2 13-state language be included in an ICA that is based on the 9-state
3 template.

4

5 Q. REGARDING ISSUE 18(a), MS. CLUGY TESTIFIES THAT THREE-
6 YEARS IS A REASONABLE TERM FOR THE ICA (CLUGY DIRECT
7 AT 13). DOES AT&T FLORIDA AGREE?

8 A. Yes. Ms. Clugy implies that AT&T Florida was seeking a shorter term,
9 but just the opposite is true. AT&T's 9-state template reflects an ICA
10 term of *five* years. In negotiations, AT&T Florida agreed to a three-year
11 term for Intrado's Florida ICA and offered to modify the 9-state GTCs to
12 so indicate. Intrado would not accept AT&T Florida's offer, however,
13 insisting that *all* the 13-state terms and conditions be imported to
14 Florida, not just the three-year term provision.

15

16 **ISSUE 3(a): WHAT TRUNKING AND TRAFFIC ROUTING**
17 **ARRANGEMENTS SHOULD BE USED FOR THE EXCHANGE**
18 **OF TRAFFIC WHEN INTRADO COMM IS THE DESIGNATED**
19 **911/E911 SERVICE PROVIDER? (911 Section 5.1)**

20

21 Q. WHAT IS THE PARTIES' DISPUTE AS REFLECTED BY APPENDIX
22 911 SECTION 5.1?

23 A. The parties disagree about whether to use the term "customers" or "End
24 Users" regarding the parity provision of 911 services in the ICA.
25 Disputed language in 911 Section 5.1 is as follows:

1 CLEC shall provide and maintain such equipment
2 at the CLEC E911 Selective Router and the DBMS
3 as is necessary to provide to **AT&T-(STATE)**
4 E911 Emergency Services at parity with that of
5 CLEC's **customers End Users**.

6 Intrado may provide wholesale and/or retail service to other carriers, but
7 carriers are not End Users and End Users are not carriers.¹⁴ Including
8 "customers" in 911 Section 5.1 provides AT&T Florida assurance that
9 Intrado will not provide preferential treatment to its carrier customers.
10 Likewise, 911 traffic exchanged between the parties may include traffic
11 from Intrado's carrier customers. The use of the term End Users is too
12 narrow and does not adequately reflect Intrado's customers. AT&T
13 Florida's use of the more general term "customer" is appropriate and
14 should be adopted because there is an important distinction in the ICA
15 between customers and End Users.

16
17 **ISSUE 13(a):WHAT SUBSET OF TRAFFIC, IF ANY, SHOULD BE ELIGIBLE**
18 **FOR INTERCARRIER COMPENSATION WHEN EXCHANGED**
19 **BETWEEN THE PARTIES? (GTC Sections 1.1.84, 1.1.122; IC**
20 **Sections 1.2, 3.5, 4.1, 5.1, 16.1; ITR Sections 2.14, 12.1)**

21
22 Q. IS AT&T FLORIDA'S DEFINITION OF SECTION 251(b)(5)
23 CONSISTENT WITH THE LAW?

¹⁴ In the context of the 13-state language, Intrado agreed to AT&T Florida's definition for "End Users" – withdrawing its language that would have classified PSAPs and other carriers as End Users.

1 A. While I am not an attorney, it is my understanding that AT&T Florida's
2 definition is consistent with the law. AT&T Florida's language properly
3 recognizes that the physical location of the originating and terminating
4 end users is determinative as to whether a call is subject to Section
5 251(b)(5), consistent with the FCC's *ISP Remand Order*.¹⁵ Ms. Clugy is
6 incorrect in stating that AT&T Florida's definition is inconsistent with the
7 law simply because the FCC abandoned its use of the term "local" in
8 identifying traffic subject to Section 251(b)(5).¹⁶ While the FCC
9 dispensed with using "local" as the term for traffic subject to reciprocal
10 compensation under Section 251(b)(5), the FCC reaffirmed that Section
11 251(b)(5) reciprocal compensation only applies to traffic that originates
12 and terminates in the same local exchange. FCC Rule 701(b) states
13 that Section 251(b)(5) reciprocal compensation is inapplicable to "traffic
14 that is interstate or intrastate exchange access, information access, or
15 exchange services for such access."¹⁷

16

17 Q. MS. CLUGY SUGGESTS THAT AT&T FLORIDA'S LANGUAGE
18 REGARDING RECIPROCAL COMPENSATION IMPROPERLY
19 REFERENCES "WIRELINER" OR "DIAL TONE" SERVICE (CLUGY AT

¹⁵ *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic*, CC Docket Nos. 96-98 & 99-68, *Order on Remand and Report and Order*, 16 F.C.C. Rcd. 9151, FCC 01-131 (rel. April 27, 2001) ("*ISP Remand Order*"), *remanded but not vacated, WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

¹⁶ Clugy Direct at 9-10.

¹⁷ 47 C.F.R. § 51.701(b)(1).

1 10). WHY DOES AT&T FLORIDA PROPOSE TO CHARACTERIZE
2 THE PARTIES' NON-911 TRAFFIC IN THIS MANNER?

3 A. As I discuss in my direct testimony (p. 43-44), AT&T Florida's language
4 in IC Section 1.2 clarifies that Appendix IC applies to Intrado's "wireline
5 local telephone exchange (dialtone) service." This is a wireline ICA,
6 and Intrado should not be delivering wireless traffic to AT&T Florida
7 over local interconnection trunks pursuant to this agreement. Similar
8 references occur in IC Sections 3.5 and 16.1 (subsections i and ii), and
9 in ITR Section 2.14. AT&T Florida offers a different ICA to wireless
10 carriers that accommodates the differing requirements of wireless
11 service.

12

13 Q. PLEASE DESCRIBE SOME OF THE DIFFERING REQUIREMENTS
14 OF WIRELESS SERVICE.

15 A. In the context of intercarrier compensation, wireless carriers' calling
16 scopes are based on Major Trading Areas ("MTA") rather than the local
17 calling (or exchange) areas used by wireline carriers. In addition, many
18 wireless carriers have different usage recording capabilities,
19 necessitating a different method for exchanging billing records. In that
20 situation, a factor based on the shared use of facilities is used to allow
21 wireless carriers to calculate usage for billing reciprocal compensation.
22 Thus the terms and conditions for wireless carriers necessarily vary
23 from those of wireline carriers. AT&T's generic CLEC interconnection
24 agreements do not accommodate the unique requirements of wireless

1 carriers. If Intrado seeks to deliver wireless traffic to AT&T Florida,
2 Intrado should request a wireless ICA.

3

4 To the extent Intrado intends to deliver wireless *911* traffic to AT&T
5 Florida, the parties have agreed that Appendix IC does not apply to 911
6 traffic and the language in dispute above is irrelevant. Accordingly,
7 AT&T Florida's language should be adopted.

8

9 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

10 A. Yes.

11

**AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP**

Revised Exhibit PHP-2

Using the 9-state template will limit the arbitration to the following issues in addition to threshold Issues 1 and 2:

Issue	911 ICA Sections	13-State ICA Sections	Description
3a	911 §§ 5.1, 6.1.1, 6.1.1.1, 6.1.1.2, 6.1.1.3	ITR § 4.2	Trunking and routing when Intrado is 911 service provider
3b	911 § 4.2.1	ITR § 4.2	Trunking and routing when AT&T Florida is 911 service provider
4a	911 §§ 2.18, 6.3, 6.3.2; 911 NIM §§ 4.1, 4.1.1, 4.2, 4.2.1		Point of Interconnection (POI) when Intrado is 911 service provider
4b	911 §§ 2.18, 3.3.2, 4.2.2, 4.2.4; 911 NIM § 2.2, 3.1.1, 3.2.1, 3.3.1, 3.3.2, 3.3.7	NIM § 2.2, 2.3	POI when AT&T Florida is 911 service provider
4c		NIM § 3.3.1.1	Fiber meet point responsibilities
5a, 5b	911 §§ 1.3, 1.4, 7.4.1.5		Inter SR trunking
6		ITR §§ 6.1, 8.6, 8.6.1	Trunk forecasting, Intrado trunk ordering process
7a	911 NIM §§ 2.4, 5.1, 5.3		Interconnection notification
7b	911 NIM § 1.2		Other methods of interconnection via amendment
8a	911 §§ 3.4.3, 3.4.5		ALI interoperability
9	911 §§ 5.1, 9.1, 9.2, 9.3, 9.4, 10.1		Miscellaneous reciprocity provisions
10	911 §§ 2.3		911 Trunk definition
13a		GTC § 1.1.84, 1.1.122; IC §§ 4.1, 5.1, 16.1 (portion); ITR § 12.1	Definitions of Section 251(b)(5) Traffic ("Local Traffic"), ISP-Bound Traffic, Switched Access Traffic

24		GTC § 15.7	911 liability
29a		Pricing § 2.3	Facility mileage rounding
29b		Pricing §§ 1.9.1, 1.9.2, 1.10.1	TBD and rates not in ICA
36			Capitalization

**AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP**

Revised Exhibit PHP-3

Using the 9-state template will eliminate the following issues from the arbitration:

Issue	13-state ICA Sections	Description	9-State Exclusion
13b	IC § 16.2; ITR § 12.2	Assistance to stop switched access traffic over local interconnection trunks	No provisions regarding efforts to limit switched access over local trunks
15	IC §§ 4.2.1, 4.2.2	Intervening law regarding FCC's ISP Compensation Order	No provisions regarding ISP Compensation Order
25a	GTC §§ 10.1.4, 10.5, 10.6.3	Late payment charges on escrow amounts	No escrow provisions
31	GTC 1.1.61	Definition of End Users	Term End Users not defined or utilized as a defined term
32	ITR § 2.12	Definition of Offers Service to include 911 service	Term Offers Service not defined or utilized
34a, 34b	PC § 2.22	Description and ICB pricing of non-standard collocation	No provisions for non-standard collocation

Using the 9-state template will eliminate these contract language disputes¹ from the issues for arbitration:

Partial Issue	13-state ICA Sections	Description	9-State Exclusion
3b	GTC § 44.6.1.2	911 service for data only providers	No data-only provisions
4b	GTC § 1.1.118	Definition of POI	No dispute expected for definition of Interconnection Point (Att. 3 § 2.14)
4c	NIM § 3.3.1	Fiber meet point	Fiber meet point location
7a	NIM §§ 2.1, 4.1, 4.2, 4.3	Implementation plan, notice requirements	No provisions regarding implementation plans or notice requirements
7b	NIM §§ 1.26, 3.41	Other methods of interconnection via amendment / applicable law	No provisions regarding amending the ICA for alternative interconnection requiring amendment
9	OET § 1.1	OET excluded 911	No OET provisions
13a	IC §§ 1.2, 3.5, 16.1 (portion); ITR § 2.14	Local interconnection for wireline services	No related wordsmithing
29a	IC § 14.4; Pricing § 2.2	Reciprocal compensation usage rounding	Reciprocal compensation is based on factors rather than actual usage, so rounding does not apply

¹ Other contract provisions remain in dispute for these issues, thus the issues are not completely eliminated from the arbitration.

**AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP**

Exhibit PHP-4

FOR NEGOTIATION PURPOSES

EXHIBIT XX

INTRADO COMMUNICATIONS INC. PRICING SCHEDULE

	One Time Fee	Monthly Recurring Charge
Per DS1	\$250.00	\$127.00
Per DS0	\$250.00	\$ 40.00

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AT&T FLORIDA
REBUTTAL TESTIMONY OF MARK NEINAST
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP
MAY 28, 2008

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T (“AT&T”), AND YOUR BUSINESS ADDRESS.

A. My name is Mark Neinast. My business address is 308 S. Akard, Dallas, Texas 75202. I am employed by AT&T Services, Inc. as an Area Manager – Regulatory Relations to AT&T’s Network Planning and Engineering Department.

Q. ARE YOU THE SAME MARK NEINAST THAT FILED DIRECT TESTIMONY ON APRIL 21, 2008?

A. Yes.

Q. PLEASE DESCRIBE THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. I am offering rebuttal testimony on the network and technical aspects of Intrado’s Petition for Arbitration, Docket No. 070736-TP and the direct testimony of one of its witness, Mr. Hicks. Specifically, I address Issues 3(a-b), 4, 7(a) and 8(a) in rebuttal. Issue 8(a) was designated as “agreed to” at the time I filed my direct testimony, but that status has been changed as noted by Ms. Pellerin. My

1 testimony is intended to operate in conjunction with the testimony of AT&T
2 Florida witness Ms. Pellerin.

3

4 Q. CAN YOU PLEASE SUMMARIZE THE KEY POINTS IN THIS ARBITRATION,
5 FROM A NETWORK PERSPECTIVE?

6

7 A. Yes. From a network perspective, there are several key issues that must be
8 resolved between Intrado and AT&T Florida that affect both the cost of providing
9 network services and the actual quality of 911 service itself. Intrado attempts to
10 create a regulatory arbitrage, whereby AT&T Florida must subsidize Intrado's
11 network architecture by placing a Point of Interconnection ("POI") beyond the
12 ILEC network on Intrado's network when Intrado is the E911 System Service
13 Provider, in all other situations rearrange the currently diverse AT&T Florida 911
14 facilities to establish a POI in a central office other than the AT&T Florida
15 Selective Router location, establish an entirely new methodology of provisioning
16 service to end users to implement Class Marking (which effectively makes each
17 End Office a Selective Router) and forego all compensation for providing network
18 services.

19

20 **Issue 3a: What trunking and traffic routing arrangements should be used for the**
21 **exchange of traffic when Intrado is the designated 911/E911 Service**
22 **Provider?**

23 **Issue 3b: What trunking and traffic routing arrangements should be used for**
24 **the exchange of traffic when AT&T is the designated 911/E911**
25 **Service Provider?**

26

1 Q. IS IT APPROPRIATE FOR INTRADO TO REDESIGN THE ORDERING AND
2 PROVISIONING OF SERVICE ORDER SYSTEMS FOR AT&T FLORIDA?

3

4 A. No. On page 10 of Mr. Hicks' testimony, he refers to using tax rate data and 911
5 collection data as a means of provisioning local service for AT&T Florida. As I
6 stated in my direct testimony on Issue 3a regarding Class Marking, this system is
7 not in use today because it is manual, unreliable and prone to errors. The
8 public's expectation of 911 service is that it should be automatic, reliable and
9 error free.

10

11 Q. MR. HICKS' EXPLANATION FOR A SPLIT WIRE CENTER IS THAT THE
12 CURRENT ILEC MODEL USING INDUSTRY STANDARDS IS AN
13 "UNREASONABLY COSTLY OPTION"¹. PLEASE RESPOND.

14

15 A. In a switching network, each switch has complex translations tables to maintain
16 the services for each End User customer, as well as routing instructions for each
17 possible call scenario. Mr. Hicks' suggestion is to create additional complexities
18 to these translations tables, rather than use the existing centralized Selective
19 Router Data Base (SRDB). As I stated in my direct testimony, there are reliability
20 concerns with Class Marking and the Commission should reject this concept.
21 This data is used in call processing and is critical to the completion of 911 calls.

22

23 Q. MR. HICKS STATES ON PAGE FOURTEEN OF HIS DIRECT TESTIMONY
24 THAT CLASS MARKING IS THE OPTIMAL WAY FOR CARRIERS TO ROUTE

¹ Hicks Direct at page 10, line 22

1 TRAFFIC TO THE APPROPRIATE 911 PROVIDER. IS THIS ACCURATE
2 FROM A TECHNICAL STANDPOINT?

3

4 A. No. Intrado's recommendations are simply an attempt to make AT&T Florida's
5 911 service cost prohibitive and Intrado's 911 service more cost competitive.
6 The current AT&T Florida 911 system is one of the best in the nation. To
7 intentionally make service degradation concessions for Intrado's financial benefit
8 would not serve the public at large in Florida and does not make sense. Intrado
9 seeks to profiteer from 911 services by creating complex End User translations
10 table changes that are unwieldy, manual and not recommended by NENA (as
11 stated in my direct testimony at page 28). End Users rely on this system for their
12 safety. The risks are too high, in terms of potential loss of life and property to
13 make the changes Intrado advocates.

14

15 Q. MR. HICKS CONTENDS (P. 17) THAT THE PRIMARY SELECTIVE ROUTING
16 SOLUTION HAS A NEGATIVE PUBLIC SAFETY EFFECT. DO YOU AGREE?

17

18 A. No. The basis for Mr. Hicks' argument seems to be that the Primary Selective
19 Router method introduces an additional point of failure in the network. However,
20 the only additional network element being introduced is Intrado's Selective
21 Router, which Mr. Hicks contends is necessary to promote quality and reliability.²
22 Additionally, Intrado does not oppose the Primary Selective Router methodology
23 as long as *Intrado* performs as the Primary Selective Router in all circumstances.
24 If Mr. Hicks was truly concerned about introducing additional points of failure in

² Hicks Direct at page 11, lines 14,15

1 the network, then he would accept AT&T Florida's fair proposal that the party that
2 serves the majority of the End Users serve as the primary Selective Router. That
3 way the fewest possible calls receive Selective Router switching twice. Mr.
4 Hicks' arguments do not hold water.

5

6 Q. DOES INTRADO HAVE EXPERIENCE WITH CLASS MARKING?

7

8 A. I do not believe so. Intrado does not operate end office switches, and therefore it
9 would not implement Class Marking in its own network. Furthermore, it is my
10 understanding that Intrado does not require its carrier customers to implement
11 Class Marking in their networks either.

12

13 Q. IS THERE A LEGAL REASON WHY CLASS MARKING SHOULD NOT BE
14 REQUIRED?

15

16 A. Yes. As Mr. Hicks is fond of mentioning, the Section 251 rules only require
17 ILECs to offer interconnection that is at least equal in quality to that provided
18 to itself, an affiliate, or another carrier.³ AT&T Florida is not under any
19 obligation to provide interconnection that it does not provide to itself or to
20 another party. AT&T Florida does not provide Class Marking to itself or
21 another carrier, and therefore it is not obligated to do so for Intrado.

22

23 Q. WHAT DOES AT&T FLORIDA PROPOSE TO DO WHEN INTRADO SERVES A
24 PSAP IN A WIRE CENTER THAT IS NOT SPLIT?

³ Section 251(c)(2)(c).

1

2 A. In such instances, it is not necessary to do either Class Marking or Primary
3 Selective Routing. Instead, AT&T Florida will establish a direct trunk group
4 to the Intrado Selective Router without providing any additional switching.
5 The parties do not have a dispute regarding such instances.

6

7 Q. IS MR. HICKS CONFUSED IN REGARD TO ROUTING DIFFERENT TYPES OF
8 TRAFFIC OVER A FIBER MEET, AS HE DESCRIBES ON PAGE 19 OF HIS
9 DIRECT TESTIMONY?

10

11 A. Yes. Mr. Hicks states that AT&T Florida 's practices would restrict the type of
12 911 traffic to be included on the fiber meet facility. This is not the case. AT&T
13 Florida would only want Intrado to establish the appropriate trunk groups for each
14 category of traffic, i.e. local exchange, inter-LATA interexchange, 911, etc.

15

16 Q. MR. HICKS MAKES A STATEMENT THAT AT&T FLORIDA'S PROPOSED
17 LANGAUGE WOULD REQUIRE INTRADO TO DOCUMENT SPECIFICATIONS
18 AND CONFIGURATIONS OF INTRADO'S 911 CUSTOMER.⁴ IS THIS SO?

19

20 A. I am not aware of any customer proprietary information that Intrado would be
21 required to provide to AT&T Florida. Since Mr. Hicks does not cite to an
22 appendix or section, it is hard to specifically rebut his claim. However, I believe
23 that he is mistaken.

24

⁴ Hicks Direct at page 20, lines 9 - 11

1 Q. ON PAGE 20, LINES 18-23 AND PAGE 21, LINES 1-3, MR. HICKS
2 DESCRIBES THE TERMS "DESIGNATED" AND "PRIMARY" TO BE USED
3 WHEN DETERMINING WHICH CARRIER IS SERVING THE PSAP. DOES
4 THIS TESTIMONY RELATE TO DISPUTED LANGUAGE?

5
6 A. Since Mr. Hicks has chosen not to cite the language in question, I can only
7 search through the 911 appendix for any use of the word "primary". I have not
8 found any use of the word "primary" in respect to which carrier serves the 911
9 customer. There are several uses of the word "primary" and all of these are
10 appropriate uses of the word that describe the relationships that are required for
11 this interconnection. If Mr. Hicks' suggestion is that the word "primary" be
12 stricken from the ICA, there would be holes in the agreement that would require
13 much interpretation by the parties on an ongoing basis or in dispute resolution.

14
15 Q. ON PAGE 26 OF MR. HICKS' TESTIMONY, HE MAKES REFERENCE TO
16 MISDIRECTED 911 CALLS. IS THIS INCONSISTENT WITH INTRADO'S PUSH
17 FOR CLASS MARKING OR LINE ATTRIBUTE ROUTING, AS IT IS
18 SOMETIMES REFERRED TO?

19
20 A. Yes. Mr. Hicks advocates Class Marking throughout his entire testimony, in spite
21 of the fact that this technique is technically inferior and fraught with potential for
22 misrouted 911 calls. However, in this section of testimony regarding PSAP-
23 PSAP transfers, misrouted traffic is the reason Mr. Hicks uses to establish these
24 customer specific trunk groups. In my experience of routing 911 traffic, there are
25 very few misrouted calls and none of them were resolved using a PSAP-PSAP
26 transfer trunk group. PSAP-PSAP transfer trunk groups are complicated, costly,

1 and AT&T Florida's position is they are only needed when a PSAP requests
2 them. That is why these arrangements should be outside of the ICA and should
3 involve the requesting PSAP(s).

4

5 **Issue 4: What terms and conditions should govern points of interconnection**
6 **(POIs) when:**

7

8 a) **Intrado is the designated 911/E911 service provider?**

9 b) **AT&T is the designated 911/E911 service provider?**

10 c) **Intrado requests the use of a mid-span meet point?**

11

12 Q. MR. HICKS STATES ON PAGE 16 OF HIS DIRECT TESTIMONY THAT AT&T
13 FLORIDA HAS PERMITTED THE SAME TYPE OF INTERCONNECTION THAT
14 INTRADO IS REQUESTING WITH OTHER ILECS. IS THIS TRUE?

15

16 A. No. When ILECs interconnect with each other, they are not in competition with
17 each other. An ILEC provides service within its own local exchange area and
18 does not compete for customers in another carrier's exchange. Each ILEC pays
19 for cable facilities to the edge of their exchange (Exchange Area Boundary) and
20 traffic is typically "in balance" between each carrier. Intrado is a CLEC, not an
21 ILEC, is in direct competition with AT&T Florida, and does not have an Exchange
22 Area Boundary. Also, if Intrado becomes the 911 provider, there will be one-way
23 traffic from AT&T Florida to Intrado, which is not a balance of traffic.

24

25 With CLECs, the Telecom Act of 1996, Section 251(c) (along with several
26 subsequent FCC Orders) governs the rules of interconnection. There are many
27 concessions ILECs must provide to CLECs as a part of an interconnection, e.g.
28 certain subsidies given at TELRIC rates, collocation in ILEC equipment rooms,
29 and rules to establish an interconnection agreement that are indicative of

1 competitive LEC (or CLEC) interconnections. Intrado is certificated as a CLEC
2 and AT&T Florida should not be obligated to treat Intrado as an ILEC. If another
3 ILEC were to compete within AT&T Florida's local exchange, it would be entering
4 AT&T Florida's market as a CLEC and would be required to establish a separate
5 interconnection under Section 251(c). For the purposes of an ILEC's CLEC
6 operation, the rules of ILEC interconnection are no longer applicable. This is
7 consistent with how AT&T functions in its CLEC role when interconnecting with
8 other ILECs.

9
10 Q. MR. HICKS STATES ON PAGES 21-24 OF HIS DIRECT TESTIMONY THAT
11 INTRADO WANTS TO MIRROR THE TYPE OF INTERCONNECTION USED
12 WITH OTHER ILECS. IS INTRADO AN ILEC?

13
14 A. No. As I stated earlier, Intrado is a CLEC and must interconnect with AT&T
15 Florida following the rules of Section 251(c). The rules of interconnection are
16 different for CLECs than for ILECs. Intrado wants to be treated as a CLEC in
17 some instances, and as though it were an ILEC in others, depending on which
18 classification it finds most advantageous in any given situation. Section 251(c)
19 does not allow this approach. Instead, Intrado must stay within the system
20 designed for CLEC interconnection. Facility costs are a significant outlay for a
21 carrier. By stating that this type of interconnection "yields the most efficient and
22 cost effective interconnection arrangement"⁵, Intrado seeks to shift its costs to
23 AT&T Florida in an attempt to create a competitive edge for Intrado's 911

⁵ Hicks Direct at page 22, lines 6 - 8

1 service. I hope that the Commission is not misled by this maneuver into allowing
2 Intrado an ILEC interconnection for a CLEC business model.

3

4 Q. ARE THERE OTHER PROBLEMS WITH INTRADO'S INTERCONNECTION
5 PROPOSAL?

6

7 A. Yes. When a CLEC seeks interconnection under Section 251(c)(2), it is the
8 CLEC's obligation to supply the facilities and equipment necessary to reach the
9 ILEC's network. Intrado seeks to turn that principle on its head, forcing AT&T
10 Florida to provide all the facilities and equipment necessary to reach Intrado's
11 network.

12

13 Q. WHY DID THE FCC ESTABLISH DIFFERENT RULES FOR CLECS?

14

15 A. When ILECs interconnect, the distance between them is typically very short
16 and the cost is minimal to both sides. The FCC noted that CLECs could
17 control such facility costs in a manner that the ILEC cannot, by deciding
18 where to place its network.⁶

19

20 Q. ARE THERE OTHER PROBLEMS WITH INTRADO'S PROPOSED
21 LANGUAGE?

22

23 A. Yes. As in other areas of the ICA, Intrado is not only shifting its costs to AT&T
24 Florida, it is attempting to limit AT&T Florida's ability to be compensated. Since

⁶ 12 FCC First Report and Order - ¶¶ 199, 200, 209

1 this is Public Switched Telephone Network ("PSTN") traffic, it will include all
2 possible traffic types except 911. Intrado's language clearly states that AT&T
3 Florida is responsible for 50% of Intrado's facility cost and "*will not bill the other*
4 *Party for any portion of those facilities*" – even if Intrado uses 90% of the facilities
5 for traffic and AT&T Florida uses only 10%. This is another attempt by Intrado to
6 avoid paying AT&T Florida for the services it provides.
7

8 Q. MR. HICKS MENTIONS, ON PAGE 24 OF HIS DIRECT TESTIMONY, AN FCC
9 RULE REGARDING THE USE OF A MID-SPAN MEET POINT. DOES THIS
10 RULE STILL APPLY?
11

12 A. While I am not an attorney, my reading of the authority is that the FCC's First
13 Report and Order made the comment that a mid-span meet point was technically
14 feasible and something that the ILEC could provide. However, subsequent
15 orders from the FCC treat the entire facility as an entrance facility that the CLEC
16 controls and is not impaired from ordering from third parties. In this regard, the
17 FCC's Triennial Review Remand Order ("TRRO") states the following at 138:

18 As we noted in the *Triennial Review Order*, entrance facilities are
19 used to transport traffic to a switch and often represent the point of
20 greatest aggregation of traffic in a competitive LEC's network.
21 Because of this aggregation potential, entrance facilities are more
22 likely than dedicated transport between incumbent LEC offices to
23 carry enough traffic to justify self-deployment by a competitive
24 LEC. Moreover, competitive LECs have a unique degree of
25 control over the cost of entrance facilities, in contrast to other
26 types of dedicated transport, because they can choose the
27 location of their own switches. For example, they can choose to
28 locate their switches close to other competitors' switches,
29 maximizing the ability to share costs and aggregate traffic, or
30 close to transmission facilities deployed by other competitors,
31 increasing the possibility of finding an alternative wholesale
32 supply. In addition, they often can locate their switches close to
33 the incumbent LEC's central office, minimizing the length and cost
34 of entrance facilities.

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The facility costs for Intrado are under Intrado's control, since Intrado can place its switch in close proximity to the area that it will be serving.

Q. MR. HICKS STATES ON PAGE 25 OF HIS TESTIMONY THAT INTRADO HAS THE RIGHT TO A SINGLE POI AT ANY TECHNICALLY FEASIBLE POINT ON AT&T FLORIDA'S NETWORK. IS THIS IN THE BEST INTEREST OF A 911 NETWORK?

A. No. For normal voice traffic, a single POI is an economical way for a new entrant CLEC to establish an interconnection. However, a single Point of Interconnection is also potentially a single point of failure. Normally, AT&T Florida would not meddle with where a CLEC wants to place its POI. However, AT&T Florida has a vested interest in the reliability of Intrado's network architecture because AT&T Florida's end users will be required to rely on Intrado's ability to properly route 911 traffic to the correct PSAP. There is an extremely large investment by *all carriers* that have established 911 trunks to the AT&T Florida Selective Router using diverse facilities.

To allow Intrado to place its single POI in any other place will require *all carriers* to establish new diverse facilities at some arbitrary location of Intrado's choosing. This is not only an unsound business decision for *all carriers*, but has the potential for a major FCC Reportable Service Disruption⁷ if allowed to occur.

⁷ The FCC has stringent guidelines for reporting Service Disruptions and all 911 outages with a duration equal to thirty minutes or longer must be reported to the FCC. An outage is defined as a significant degradation in the ability of an end user to establish and maintain a channel of communications as a result of failure or degradation in the performance of a communications

1 Again, AT&T Florida's end users rely on 911 service for their safety, and it would
2 not be prudent to allow Intrado to arbitrarily choose a POI at any location other
3 than the Selective Router location. If Intrado chooses to have a second or more
4 POIs, then there is no problem building out to accommodate these requests, as
5 long as it's coordinated properly to avoid an outage.

6

7 Q. YOU'VE TESTIFIED REGARDING THE LEGAL OBLIGATION FOR THE POI TO
8 BE ON THE ILEC'S NETWORK. HAS THE FCC SPECIFICALLY ADDRESSED
9 THIS ISSUE?

10

11 A. Yes. In an Order dealing with the proper cost demarcation point of facilities
12 for 911 traffic (which is essentially what the POI is), the FCC determined that
13 the Selective Router is the proper demarcation point.⁸

14

15 **Issue 7: a) Should the ICA include terms and conditions to address separate**
16 **implementation activities for interconnection arrangements after**
17 **the execution of the interconnection agreement? If so, what terms**
18 **and conditions should be included?**

19

provider's network. Degradation differs from the term "outage" in that it connotes a reduction in the quality of service that could be perceived by some (but not necessarily all of the) users as a total outage. The FCC has categorized four types of 911 outages: 1) 900,000 Potential User Minutes when failure is not at the PSAP location and no reroute for all end users; 2) Loss of 911 call processing capabilities in one or more E-911 tandems/selective routers; 3) Isolation of one or more end-offices or host /remote clusters; 4) Loss of ANI/ALI and/or a failure of Phase II equipment and potentially affecting at least 900,000 User-Minutes.

⁸ *In the Matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems, Request of King County, Washington, CC Docket No. 94-102, Order on Reconsideration, (rel. July 24, 2002, ¶ 4.*

1 Q. ON PAGE 30 OF MR. HICKS' TESTIMONY, HE STATES THAT AT&T FLORIDA
2 SHOULD NOTIFY INTRADO OF ANY NETWORK CHANGES. IS THIS PART
3 OF THE LANGUAGE THAT INTRADO HAS DISPUTED IN APPENDIX 911 NIM,
4 SECTIONS 5.1 AND 5.3?
5

6 A. Yes. As I stated in my direct testimony, Section 5.1 pertains to Intrado
7 establishing a new interconnection, possibly with an AT&T Florida Selective
8 Router, which is a minor change. Section 5.3 states "Either Party may add
9 or remove additional switches. The Parties shall provide **30 120** days written
10 notice to establish **such additional** Interconnection ***arrangements or re-***
11 ***arrangements of existing interconnections***; and the terms and conditions
12 of this Agreement will apply to such Interconnection." (AT&T's proposed
13 language is **bold underlined** and Intrado's proposed language is ***bold***
14 ***italics***.) AT&T Florida believes that each party should notify the other within
15 120 days, so that these major changes to the network can be coordinated
16 and all of the details worked out to avoid a service outage.
17

18 Intrado has rejected AT&T Florida's language, and now Mr. Hicks is
19 complaining that Intrado will not know when these changes will occur. The
20 solution to Mr. Hicks' dilemma is to accept the language in Appendix 911
21 NIM, Sections 5.1 and 5.3. AT&T Florida does not want service outages and
22 will work diligently toward avoiding an outage, but Intrado does need to
23 cooperate.
24

1 **Issue 8a: What terms and conditions should be included in the ICA to**
2 **address access to 911/E911 database information when AT&T is the**
3 **Designated 911/E911 Service Provider?**

4 **Appendix 911: § 3.4.3, 3.4.5**

5
6 Q. WHAT ARE THE DISPUTES UNDER ISSUE 8(a)?

7
8 A. There are two main disputes associated with Intrado's proposed language in the
9 911 Appendix for Issue 8(a). The first involves Intrado's proposed language in
10 Section 3.4.3. Intrado proposes an undefined, vague and ambiguous term "ALI
11 Interoperability", which Intrado seeks to obligate AT&T Florida to provide. The
12 second dispute involves Intrado's proposed language in Section 3.4.5 that
13 obligates AT&T Florida to work collaboratively to maintain steering tables in
14 Intrado's network.

15
16 Q. IN APPENDIX 911 SECTION 3.4.3, WHAT DOES THE TERM ALI
17 INTEROPERABILITY MEAN?

18
19 A. I am not exactly sure what it means, since the term "ALI interoperability" is not
20 defined anywhere in the ICA or on the NENA website, which is the default
21 definition standard both parties have agreed to use when settling definition
22 issues. This term is vague and ambiguous and may be an attempt by Intrado to
23 establish a new protocol beyond what is in use today. If that is the case, then
24 any new protocols should be agreed to at an industry level. An industry
25 standards body should be utilized to allow all carriers to have input into this as
26 well.

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However, there are known definitions of each word of Intrado's newly created term, but that does not resolve the issue. I know the term ALI is Automatic Location Identification, which is used by PSAPs to identify an end user's street address from the MSAG (Master Street Address Guide). NENA defines Interoperability as "The capability for disparate systems to work together." To combine these two terms creates a new definition altogether with a new meaning that is vague and ambiguous. This may even have the possibility of creating an obligation for AT&T Florida to use non-standard protocols that are unreliable. This should not be allowed.

Q. IN APPENDIX 911 SECTION 3.4.5, WHAT OBLIGATIONS DOES THE INTRADO LANGUAGE PLACE ON AT&T FLORIDA?

A. I am not an attorney, but the implications are that AT&T Florida is to "collaboratively work" with Intrado to help Intrado maintain the 911 steering tables in Intrado's 911 system. This is the software within a 911 network that will either route to the correct PSAP or not.

Q. DOES AT&T FLORIDA CURRENTLY PROVIDE THIS SERVICE TO ILECS OR ANY OTHER 911 SYSTEM SERVICE PROVIDER?

A. No.

1 Q. REGARDLESS OF THE TYPE OF TRAFFIC, DOES AT&T FLORIDA PROVIDE
2 TRANSLATIONS TABLE PROVISIONING AND MAINTENANCE TO OTHER
3 CARRIERS?

4
5 A. No.

6
7 Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

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9 A. The Commission should adopt the AT&T Florida language, because it is clearly
10 stated and does not create unnecessary obligations for Intrado or AT&T Florida.

11
12 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

13
14 A. Yes.