

BEFORE THE KENTUCKY  
PUBLIC SERVICE COMMISSION

RECEIVED

JUL 08 2015

PUBLIC SERVICE  
COMMISSION

BellSouth Telecommunications, Inc. Petition )  
for Declaratory Order Regarding Interconnection ) No. \_\_\_\_\_  
with Central Kentucky Network for )  
911/E911 Service to Public Safety Answering )  
Points )

**VERIFIED PETITION FOR DECLARATORY ORDER**

Pursuant to KAR 5:001, § 19, BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky (“AT&T Kentucky”) respectfully requests a declaratory order to determine the obligations of AT&T Kentucky and Central Kentucky 911 Network (“CKN”) regarding interconnection and routing of traffic for the provision of 911 service to Public Safety Answering Points (“PSAPs”). Certain PSAPs have asked AT&T Kentucky to begin routing its end-users’ 911 calls to CKN, rather than directly to the PSAPs. AT&T Kentucky, however, has no direct connection to exchange traffic with CKN, nor has CKN requested such a connection or an interconnection agreement. AT&T Kentucky accordingly asks the Commission to declare that in order for CKN to direct 911 calls from AT&T Kentucky customers to a PSAP or otherwise provide 911 service to a PSAP that serves an area served by AT&T Kentucky, CKN must become certificated as a utility under Kentucky law and request negotiation of an interconnection agreement with AT&T Kentucky under 47 U.S.C. §§ 251-52.<sup>1</sup> It is important for the Commission to address this request as soon as practicable in order for AT&T Kentucky to respond to the requests from various PSAPs without compromising the reliability or safety of 911 service and to ensure that proper terms and conditions are in place to govern the interconnection and handoff of 911 traffic.

<sup>1</sup> Once CKN requests negotiations, AT&T Kentucky will negotiate an interconnection agreement in good faith and will, if CKN so requests, work with CKN and the Commission enter into an appropriate interim arrangement without prejudice to either party’s positions in this docket or in any related proceedings.

In support of this Petition, AT&T Kentucky states as follows:

**A. Relevant Entities**

1. AT&T Kentucky is a Georgia corporation doing business in Kentucky with its principal place of business in Georgia. AT&T Kentucky is an incumbent local exchange carrier (“ILEC”) under 47 U.S.C. § 251(h) and KRS § 278.541(3) in its authorized service territories in Kentucky. AT&T Kentucky provides local exchange service in significant portions of Kentucky.

2. CKN describes itself as an Internet Protocol (“IP”) centric network established for the purpose of routing and delivering 911 emergency calls to PSAPs along with providing Automatic Number Identification/Automatic Location Identification (“ANI/ALI”) subscriber information. CKN is administered by the Lexington Fayette Urban County Government Division of Enhanced 911 in Lexington, Kentucky, and managed by AK Associates.

3. A PSAP is a center designated by a local government<sup>2</sup> to receive 911 calls from a particular area. KRS § 65.750(8); INdigital Order at 1 n.1.<sup>3</sup> PSAP center operators typically function as 911 dispatchers. INdigital Order at 1 n.1. Some Kentucky local governments may have more than one PSAP center. *Id.* Some local governments also operate an “enhanced 911” (“E911”) system, which automatically identifies on a screen the telephone number and geographic location from which the call was made. *Id.*

**B. The Issue**

4. In addition to local exchange service and other services, AT&T Kentucky provides Universal Emergency Number Service – 911 or Enhanced Universal Emergency Service to many PSAPs. PSAPs obtain this service from AT&T Kentucky pursuant to AT&T

---

<sup>2</sup> See KRS § 65.760(1) (allowing any “city, county, or urban-county government” to establish 911 emergency telephone service).

<sup>3</sup> Order, *In the Matter of Petition of Communications Venture Corp. d/b/a INdigital Telecom for Arbitration*, Case No. 2009-00438 (Ken. Pub. Serv. Comm’n, Apr. 9, 2010) (“INdigital Order”).

Kentucky's General Subscriber Services Tariff A13. At a general level, this service involves AT&T Kentucky routing end-users' 911 calls to a PSAP using AT&T Kentucky switching equipment and over facilities and trunks operated by AT&T Kentucky to lines that terminate on PSAP equipment.

5. Recently, certain counties have contacted AT&T Kentucky to indicate that they would like AT&T Kentucky to deliver 911 traffic to CKN, rather than directly to their PSAPs, and that CKN would then route the 911 calls to the PSAPs. For example, Laurel County, Larue County, and Lincoln/Garrard Counties have made written requests to AT&T Kentucky to transition to CKN. Other counties also have indicated interest in switching to CKN.

6. AT&T Kentucky currently has no direct connection to CKN and therefore no way to directly deliver 911 traffic to CKN's selective router. AT&T Kentucky also has no tariff provisions in place that would cover the contemplated arrangements with CKN. Nor does AT&T Kentucky have any interconnection agreement with CKN to establish terms and conditions for delivery of 911 traffic in a safe, reliable, and appropriate manner.

7. In September 2014, AT&T Kentucky informed CKN that CKN needed to establish a direct connection with AT&T Kentucky, and that it should obtain a certificate from the Commission and enter into an interconnection agreement with AT&T Kentucky under 47 U.S.C. §§ 251-52. Ex. 1 hereto (correspondence from AT&T to CKN).

8. CKN, however, has not requested or obtained a certificate from the Commission and has not requested to enter into an interconnection agreement with AT&T Kentucky. AT&T Kentucky therefore still does not have a direct connection with CKN over which to deliver 911 traffic.

9. Attempting to react to a county's request that AT&T Kentucky send its end-users' 911 calls to CKN, when CKN is not certificated and has no interconnection agreement, presents serious public safety concerns related to the delivery of 911 traffic. For example, the Laurel County PSAP requested a "cut over" to CKN on January 8, 2015, and directed AT&T Kentucky to route AT&T Kentucky 911 calls to a 10-digit administrative number for the Laurel County PSAP until connectivity to CKN is established. Ex. 2 hereto. Laurel County also disconnected its equipment from 911 exchange lines provided by AT&T Kentucky. Among other things, this means that AT&T Kentucky customers in Laurel County are now receiving only basic 911 service instead of the enhanced 911 service they were receiving prior to the change directed by Laurel County. In particular, when the Laurel County PSAP receives a 911 call from an AT&T Kentucky subscriber, the PSAP can no longer see the caller's geographic location (Automatic Location Identification) and may not be able to see calling number information (ANI), as it could before Laurel County directed AT&T Kentucky to make this change.<sup>4</sup> This is not because AT&T Kentucky is unwilling or unable to provide the PSAP with the services needed to deliver E911, but instead because the PSAP has disconnected its PSAP equipment from 911 services provided by AT&T Kentucky.

10. AT&T Kentucky is willing and able to negotiate and, if necessary, arbitrate an interconnection agreement with CKN upon proper request under Sections 251 and 252. That is the course followed by other carriers that have sought to interconnect with incumbent LECs to provide 911 service to PSAPs (e.g., INdigital) and the course that this Commission found was appropriate in the INdigital arbitration. To date, however, CKN has not followed that path.

---

<sup>4</sup> AT&T Kentucky acquiesced in Laurel County's direction to route its 911 traffic to the administrative line only because it had no feasible alternative at the time for maintaining some level of 911 service for its customers in Laurel County. This stop-gap arrangement, however, creates unnecessary risk for AT&T Kentucky's customers, and AT&T Kentucky is not willing to keep it in place for the long term.

11. The approach contemplated by CKN and certain PSAPs – that AT&T Kentucky deliver its end-users’ 911 traffic to CKN without having any direct connection with CKN and no interconnection agreement with CKN – is entirely new and raises public safety concerns. For example, at this point the Commission presumably knows very little about CKN’s technical and managerial capabilities, even though CKN intends to be involved in providing critical 911 service. Requiring CKN to become certificated would allow the Commission to investigate those capabilities and determine for itself whether CKN should be involved in providing 911 service. In addition, requiring CKN to enter into an interconnection agreement with AT&T would allow the parties to address important network related issues, including determining the appropriate signaling options, trunk configurations, and physical facility layouts in a mutually agreeable (or arbitrated) manner, so as to ensure the smooth flow of traffic. CKN and AT&T Kentucky also would be able to address other important technical matters, such as how to handle split exchanges (exchanges that serve two counties or municipalities and are serviced by two different PSAPs or 911 systems, and therefore require special routing and network design to ensure that end-users in such adjacent areas have their 911 calls sent to the correct PSAP).

**C. Request for Declaratory Order**

13. AT&T Kentucky and this Commission have dealt with a similar situation before. In 2009, a company named INdigital Communications Venture Corporation d/b/a INdigital Telecom sought an interconnection agreement with AT&T Kentucky so INdigital could provide competitive 911 service to PSAPs. INdigital had a certificate from the Commission as a local exchange carrier. In an arbitration proceeding under 47 U.S.C. § 252, the Commission ruled that INdigital’s proposed service was “a “telecommunications service” under 47 U.S.C. § 153(51) and a “telephone exchange service” under 47 U.S.C. § 153(47), and that INdigital was entitled to

enter an interconnection agreement with AT&T Kentucky under 47 U.S.C. § 252. INdigital Order at 6-7, 12-15. The Commission also held that INdigital was entitled to an interconnection agreement because in order to provide its service, INdigital would need to have access to “databases for the transmission and routing of 911/E911 calls,” which the Commission viewed as network elements that had to be unbundled pursuant to 47 U.S.C. § 251(c)(3). *Id.* at 9-10. AT&T Kentucky and INdigital subsequently entered into an interconnection agreement that established terms and conditions for interconnection to enable INdigital to provide competitive 911 service to PSAPs, which the Commission approved. CKN should likewise enter an interconnection agreement.

14. The service CKN intends to provide to PSAPs appears to be a “utility” service. Kentucky Revised Statutes § 278.010(3)(e) defines “Utility” to include “any person . . . who owns, controls, operates, or manages any facility used or to be used for or in connection with . . . (e) [t]he transmission or conveyance over wire, in air, or otherwise, of any message by telephone or telegraph for the public, for compensation[.]” CKN’s proposed service to PSAPs appears to involve the transmission of 911 messages by telephone for compensation, making it a utility service.

15. Kentucky Revised Statutes § 278.020(1) states that “[n]o person, partnership, public or private corporation, or combination therefore shall commence providing utility service to or for the public . . . any of the services enumerated in KRS 278.010 . . . *until* that person has obtained from the Public Service Commission a certificate that public convenience and necessity require the service or construction.” (Emphasis added). Accordingly, if CKN’s service is a utility service under KRS § 278.010(3)(e), as it appears to be, CKN must obtain a certificate from the Commission in order to provide that service to PSAPs.

16. In addition, CKN needs to enter into an interconnection agreement with AT&T Kentucky in order to link its equipment and establish the terms and conditions to hand off traffic. Assuming CKN's service would be deemed a "telecommunications service" and "telephone exchange service," as INdigital's service was, the way for CKN to arrange to receive 911 traffic from AT&T Kentucky is to request and enter into an interconnection agreement under 47 U.S.C. § 252. Such an agreement is necessary to establish the specific arrangements for handing off traffic and ensuring that the handoff is safe and reliable, which is especially critical for 911 traffic. An interconnection agreement also is necessary to establish general terms and conditions, including without limitation appropriately addressing and allocating potential liability associated with 911 traffic.

**D. Proposed Resolution**

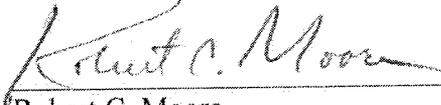
17. 807 KAR 5:001, § 19 authorizes the Commission to issue a declaratory order regarding the applicability of a rule, order, or regulation to a person.

18. Accordingly, AT&T Kentucky asks the Commission to order and declare that in order to receive 911 calls from AT&T Kentucky end-user customers for delivery to PSAPs, CKN must:

- a. Obtain a certificate of convenience and necessity from the Commission under KRS 278.020; and
- b. Request and enter into an interconnection agreement with AT&T Kentucky under 47 U.S.C. § 252.

19. AT&T Kentucky also asks that the Commission declare and order such further relief and requirements as may be necessary to protect the public and ensure the safe and reliable delivery of 911 traffic in the arrangements contemplated by CKN and certain counties.

Respectfully submitted,

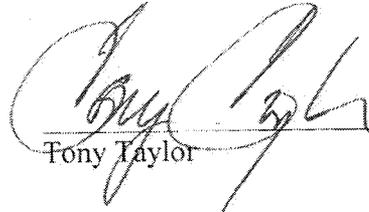


Robert C. Moore  
Hazelrigg & Cox, LLP  
415 West Main Street  
P. O. Box 676  
Frankfort, KY 40602  
(502-227-2271)  
[rmoore@hazelcox.com](mailto:rmoore@hazelcox.com)

Dennis G. Friedman  
J. Tyson Covey  
Mayer Brown LLP  
71 South Wacker Drive  
Chicago, IL 60606  
(312) 782-0600  
[dfriedman@mayerbrown.com](mailto:dfriedman@mayerbrown.com)  
[jcovey@mayerbrown.com](mailto:jcovey@mayerbrown.com)

**VERIFICATION**

I, Tony Taylor, Executive Director of External Affairs for AT&T Kentucky, do hereby state that I have read the foregoing Verified Petition and that the facts asserted therein are true and accurate to the best of my knowledge, information and belief, formed after a reasonable inquiry.

  
\_\_\_\_\_  
Tony Taylor

STATE OF KENTUCKY

COUNTY OF FRANKLIN

Subscribed and sworn to before me by Tony Taylor, Executive Director of External Affairs for AT&T Kentucky, on this 6<sup>TH</sup> day of JULY, 2015.

My commission expires: 2/22/18

  
\_\_\_\_\_  
Notary Public



Tony Taylor  
Executive Director  
External & Legislative Affairs

AT&T  
601 W. Chestnut Street  
4<sup>th</sup> Floor  
Louisville, KY 40203

T: 502-582-2164  
F: 502-582-1433  
Tony.Taylor@att.com

September 16, 2014

Robert Stack, Director  
Division of Enhanced 911  
Lexington-Fayette Urban County Government  
200 E. Main St., Room 313  
Lexington, KY 40507

Dear Mr. Stack,

Thank you for your assistance in helping AT&T Kentucky better understand the operation of the Central Kentucky Network (CKN) 911 network and how CKN would like to exchange 911 traffic with AT&T.

Based on the information CKN has provided, we understand that CKN essentially wants to become involved in the delivery of 911 calls placed by AT&T end users to one or more public safety answering points connected to the CKN network. I'm sure you will agree that given the critical nature of 911 calls and the public safety issues involved, it is important to establish accurate and reliable arrangements in a manner that is consistent with state and federal law.<sup>1</sup>

AT&T Kentucky's view is that an entity performing the functions CKN described in its responses to our questions must be certificated by the Kentucky Public Service Commission. If CKN becomes certificated in this manner, it can then submit a request for interconnection with AT&T Kentucky pursuant to 47 U.S.C. §252. At that point, AT&T Kentucky will negotiate that request in good faith in accordance with 47 U.S.C. §251.

If CKN becomes certificated, please let me know so I can put you in contact with the appropriate AT&T folks to get such negotiations underway.

Sincerely,

<sup>1</sup> This includes without limitation: KRS §§65.750 to .7643; Order, *In Re: Petition of Communications Venture Corp. d/b/a Indigital Telecom for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky Pursuant to the Communication Act of 1934, as Amended by the Telecommunications Act of 1996*, Case No. 2009-00438 (Kentucky Public Service Commission, April 9, 2010); and Report and Order, *In re: Improving 911 Reliability*, PS Docket No. 13-75 and PS Docket No. 11-65, 28 F.C.C.R. 17476 (Rel. December 12, 2013).

Covey, J. Tyson

---

**From:** Donna Gotwalt [DGotwalt@akassociates911.com]  
**Sent:** Thursday, January 08, 2015 9:40 AM  
**To:** 'tony.taylor@att.com'  
**Cc:** MARCZAK, BILL; Criss Chancellor  
**Subject:** Laurel Co KY

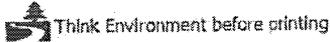
As a reminder, we will be cutting Laurel County 911 over to CKy911net on 01/08/15 starting at 10:30 am EST.

You will need to revert to default 10 Digit number routing for BELSO/ATTIS for this PSAP until such time you have CKy911net routes in place for Laurel County 911.

Due to existing 911 CPE equipment failures, after we have cut the site over to CKy911net Routing and call handling, the existing CPE will be shut-down and disconnected.

*Where Technology, Creativity & Quality Service Meet*

**Donna D. Gotwalt, 911 Specialist**  
**Lexington Office: 859-425-2255 Ext. 7789**  
**Lexington Office Fax: 859-425-2254**  
Office: 603-432-5755 Ext. 274  
Cell: 603-339-7716  
Fax: 603-432-0900  
E-Mail: [dgotwalt@akassociates911.com](mailto:dgotwalt@akassociates911.com)



**Internet Email Confidentiality Statement**

Information contained in this e-mail message is intended only for the use of the individual to whom it is addressed and is private and confidential. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please kindly destroy it and notify the sender immediately by reply e-mail. Thank you for your cooperation.