

**BEFORE THE KENTUCKY  
PUBLIC SERVICE COMMISSION**

**BellSouth Telecommunications, Inc. Petition** )  
**for Declaratory Order Regarding Interconnection** ) **No. 2015-0227**  
**with Central Kentucky Network for** )  
**911/E911 Service to Public Safety Answering** )  
**Points** )

**AT&T KENTUCKY’S RESPONSES TO  
COMMISSION STAFF’S INITIAL REQUEST FOR INFORMATION**

BellSouth Telecommunications, LLC d/b/a AT&T Kentucky (“AT&T Kentucky”) hereby provides its responses to the Commission Staff’s Initial Request for Information.

**GENERAL OBJECTIONS**

1. AT&T Kentucky objects to these requests to the extent they seek information or material that is irrelevant, immaterial, or not reasonably calculated to lead to the discovery of admissible evidence.
2. AT&T Kentucky objects to these requests to the extent they are unduly broad, unduly burdensome, or call for an analysis of information that AT&T Kentucky has not performed and does not perform in the usual course of business.
3. AT&T Kentucky objects to these interrogatories to the extent they call for information or documents protected by the attorney-client privilege or any other applicable privilege.
4. AT&T Kentucky objects to these interrogatories to the extent they seek information not required under the Kentucky Rules of Civil Procedure.
5. AT&T Kentucky objects to the “Definitions” to the extent they depart from normal industry usage or AT&T Kentucky’s understanding of a term.

6. AT&T Kentucky objects to the requests to the extent they seek information regarding any jurisdiction other than Kentucky or any entity other than AT&T Kentucky, and will answer the requests only as they relate to Kentucky and AT&T Kentucky,

7. AT&T Kentucky objects to the requests to the extent they purport to impose a continuing or ongoing obligation on AT&T Kentucky.





1. Refer to the informal conference memo filed on November 25, 2015, page 2, where one participant alleged that Kentucky State Police and Louisville Metro Government provide the same or similar 911 functions as those provided by Central Kentucky Network ("CKN"), whereby CKN receives, routes, and distributes 911 calls to Public Safety Answering Points ("PSAPs").
  - a. Describe the framework by which AT&T Kentucky sends 911 traffic to Kentucky State Police and explain whether Kentucky State Police then routes and distributes 911 calls to PSAPs.
  - b. Describe any agreements AT&T Kentucky has with Kentucky State Police regarding the terms and conditions for exchanging 911 traffic.
  - c. Describe the framework by which AT&T Kentucky sends 911 traffic to Louisville Metro Government and explain whether Louisville Metro Government then routes and distributes 911 calls to PSAPs.
  - d. Describe any agreements AT&T Kentucky has with Louisville Metro Government regarding the terms and conditions for exchanging 911 traffic.

Response:

- a. Pursuant to its General Subscriber Services A13.27 tariff, AT&T Kentucky selectively routes 911 calls to the Kentucky State Police ANI/ALI controller which then delivers the calls to call-taking positions on site or to the remote call-taking positions. Please see Attachment 1 to AT&T's Responses to LFUCG's Initial Requests for Information. The Kentucky State Police do not selectively route the 911 calls they receive from AT&T Kentucky. The Kentucky State Police also obtain other 911-related services from AT&T Kentucky's tariff.
- b. AT&T Kentucky has a signed Participation Agreement in place with the Kentucky State Police for Call Handling equipment and the maintenance of that Call Handling equipment. Please see Attachment 2 to AT&T's Responses to LFUCG's Initial Requests for Information. The Kentucky State Police do not selectively route the 911 calls they receive from AT&T Kentucky. The Kentucky State Police also obtain other 911-related services from AT&T Kentucky's A13.27 tariff.

1. (continued)

Response:

- c. Pursuant to its General Subscriber Services A13.27 Tariff, AT&T Kentucky selectively routes 911 calls to the AT&T Kentucky ANI/ALI controller, which is located at Louisville Metrosafe facilities which then delivers the calls to call taking positions on site or to the remote call taking positions. Please see Attachment 1 to AT&T's Responses to LFUCG's Initial Requests for Information. There are instances where Louisville Metrosafe answers the calls but then transfers the calls to secondary PSAPs within the county. The Louisville Metro Government does not selectively route the 911 calls it receives from AT&T Kentucky. The Louisville Metro Government also obtains other 911-related services from AT&T Kentucky's tariff.
  
- d. AT&T Kentucky has a signed Special Assembly Agreement in place with Louisville MetroSafe for call handling equipment and the maintenance of that call handling equipment. Please see Attachment 3 to AT&T's Responses to LFUCG's Initial Requests for Information. Louisville MetroSafe does not selectively route the 911 calls it receives from AT&T Kentucky. Louisville MetroSafe also obtains other 911-related services from AT&T Kentucky's A13.27 tariff.

Responsible witness: N/A



2. State whether AT&T Kentucky provides service to any other governmental entity where AT&T sends 911 traffic to the governmental entity and the governmental entity then receives, routes, and distributes 911 calls to PSAPs. If so, describe any agreements AT&T Kentucky has with said governmental entity regarding the terms and conditions for exchanging 911 traffic.

Response: AT&T Kentucky does not have such arrangements with any governmental entities, because no such entities provide the selective routing for 911 calls.

Responsible witness: N/A



3. In the event that the Commission finds that CKN is not a “utility” or “telecommunications service” as defined by KRS Chapter 278, explain what agreements AT&T Kentucky will require to ensure the safe and reliable delivery of 911 traffic to CKN.

Response: AT&T Kentucky would need to enter into a commercial agreement with CKN similar to the commercial agreements it has entered into with alternative 911 providers in states that have not required ILECs to enter into interconnection agreements with alternative 911 providers. Such agreements spell out details regarding network connection, routing, allocation of responsibilities, and limitation of liability, among other things.

Responsible witness: Scott McPhee



4. Refer to the Direct Testimony of J. Scott McPhee (“McPhee Testimony”), pages 10-11. Explain whether there are existing or pending federal or Kentucky laws and regulations that limit carrier liability for delivering 911 calls.

Response: AT&T Kentucky objects to this request as calling for a legal analysis, which is not a proper subject for discovery. In addition, Mr. McPhee is not an attorney and did not provide legal opinions or testimony. Rather, he noted the need of any entity involved with handling 911 traffic to be able to limit its liability, due to the potential risks involved in handling such traffic. Subject to and without waiving its objections, AT&T Kentucky notes that in Kentucky, KRS § 65.7637 limits liability for CMRS providers in providing wireless 911 or E911 service, but AT&T Kentucky is not a CMRS provider. At the federal level, 47 U.S.C. § 615a(a) limits liability of wireless carriers, IP-enabled voice service providers, and other emergency communications providers to be at parity with the limitations of liability that any local exchange carrier has under federal or state law, including under the tariffs of that local exchange company regarding the release of subscriber information related to emergency calls or services. In addition, 47 U.S.C. § 1472 limits the liability of a provider of Next Generation 911 services.

Responsible witness: N/A



5. Refer to the McPhee Testimony, page 7, which states “The typical industry practice is to have an agreement in place that clearly defines the responsibilities of each party to the traffic exchange.” State whether the typical industry practice to have an agreement in place that defines the responsibilities of each party to 911 traffic exchange includes both commercial agreements and interconnection agreements.

Response: Mr. McPhee was referring to both interconnection agreements and commercial agreements, since different state commissions have taken differing views on whether alternative 911 providers qualify to obtain an interconnection agreement under 47 U.S.C. §§ 251-252. The Kentucky Public Service Commission found that INdigital, an alternative 911 provider, qualified for an interconnection agreement under Sections 251-252 in KPSC Case No. 2009-00438.

Responsible witness: N/A