

**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 OBJECTIONS AND RESPONSES TO KPSC STAFF
SUPPLEMENTAL REQUEST FOR INFORMATION**

BellSouth Telecommunications, LLC d/b/a AT&T Kentucky (“AT&T Kentucky”) hereby provides its objections and responses to the KPSC Staff Supplemental 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.

Respectfully submitted,

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1. Refer to the response to Lexington-Fayette Urban County Government's Initial Requests for Information to AT&T Kentucky, Item 3.b., where AT&T Kentucky states that routing 911 calls to a selective router is different from routing such calls to an ANI/ALI controller. Refer also to the response to London-Laurel Communication's Center Initial Request for Information to AT&T Kentucky ("London-Laurel's First Request"), Item 1, where AT&T Kentucky distinguishes between delivering 911 calls to a Central Kentucky Network ("CKN") selective router and a CKN host controller. Describe, in detail, how such call routings differ and state whether and how routing to a selective router or an ANI/ALI controller may affect the need for an interconnection agreement.

Response:

When AT&T Kentucky selectively routes a call to an ANI/ALI controller, AT&T has been selected as the E911 provider to the PSAPs. It determines the proper PSAP to respond to that E911 call and directs the call to the selected PSAP. The PSAP equipment, such as an ANI/ALI controller then performs the database dip to retrieve the ALI (Automatic Local Information) associated with the ANI (Automatic Number Information or telephone number) of the E911 call for display at the call taker's position. In sum, a call traverses from AT&T KY's serving end office (a switch), to AT&T Kentucky's selective router (a switch) to the PSAP's equipment (customer premise equipment). AT&T Kentucky's selective routing to an ANI/ALI controller similar to the Kentucky State Police or Louisville MetroSafe arrangement is done pursuant to AT&T Kentucky's General Subscriber Services Tariff A13.27 (see Attachment 1 in the responses to LFUCG's Initial Request for Information Item No. 2).

In contrast, CKN requested AT&T Kentucky provision trunks from AT&T Kentucky's serving end office (or tandem if applicable), not an AT&T Kentucky selective router. E9-1-1 Calls would therefore be routed from AT&T Kentucky's serving end office (a switch) to CKN's selective router (a switch), and then, CKN as the E911 service provider to the PSAP, would direct the call to the appropriate PSAP for that call. In fact, all carriers serving end users in the geography served by CKN would need to establish trunks to CKN so that their end users' E911 calls are sent to CKN's Selective Router to reach the appropriate PSAP. This arrangement is like the INdigital scenario – CKN is providing the PSAP with E911 service as an alternative 911 provider. As AT&T Kentucky explained in its Petition, the trunking arrangements between carriers and CKN (as the alternate E9-1-1 provider) must be in an agreement. In KPSC Case No. 2009-00438, the Commission found that INdigital, an alternative E911 provider, qualified for an interconnection agreement under Sections 251-252 of the federal Act. INdigital sought that agreement because it believed it was important and necessary to have a

written agreement to define the parties' respective rights and responsibilities with regard to E911 traffic.

2. Refer to the response to Commission Staffs Initial Request for Information ("Staffs First Request"), Item 1 a., where AT&T Kentucky states that it selectively routes calls to the Kentucky State Police ANI/ALI controller, which then delivers the call to call-taking positions on site or to the remote call-taking positions. Explain whether and how the Kentucky State Police's delivery of 911 calls to remote call-taking positions differs from the proposed procedure in which AT&T Kentucky would deliver calls to a CKN controller, which then would deliver calls to remote call-taking positions in the counties served by CKN.

Response:

AT&T objects to this question as confusing, hypothetical, and speculative. The question assumes CKN has asked AT&T Kentucky to deliver E911 calls to CKN's ANI/ALI controller. That is not the case. Subject to and without waiving its objections, AT&T Kentucky responds that CKN's original request was for AT&T Kentucky to deliver calls to CKN's Selective Router(s), not a CKN ANI/ALI controller. The original request made to AT&T Kentucky was to order new trunking to the CKN Selective Router(s) and specified the CKN Selective Router(s) as the point of demarcation. Those new trunks would carry E911 calls to a CKN Selective Router, not to a CKN ANI/ALI controller. Thus, the E911 calls sent to CKN would not be selectively routed by AT&T Kentucky. AT&T Kentucky does selectively route E911 calls to KSP and Louisville MetroSafe when delivering those calls to those entities' ANI/ALI controllers.

3. Refer to the response to Staff's First Request, Item 3, where AT&T Kentucky states that some states have not required incumbent local exchange carriers ("ILEC") to enter into interconnection agreements with alternative 911 providers. Provide citations to the decisions of those states where the states have determined that ILECs do not need to enter into interconnection agreements with alternative 911 providers.

Response:

Without performing any new legal research, AT&T Kentucky is aware of the following decisions:

Illinois: Docket No. 08-0545, 2009 WL 2589163 (Ill. Comm. Comm'n, Mar. 17, 2009).

Florida: Fla. Public Service Commission, Docket No. 070699-TP, Vote Sheet dated Nov. 13, 2008.

See also Public Utility Commission of Texas, Docket No. 36176, Order on Threshold Issue No. 1 and Granting AT&T's Motion for Summary Decision (Nov. 13, 2009) (rehearing later granted on Feb. 4, 2010 to take evidence; case later settled and proceeding was abated).

This Commission reached a different conclusion in the INdigital arbitration proceeding with AT&T Kentucky, where the Commission found that INdigital, an alternative E911 provider, qualified for an interconnection agreement under Sections 251-252 of the federal Act. (Case No. 2009-00438).

4. Refer to the response to London-Laurel's First Request, Item 4, which states that AT&T Kentucky has notified CKN of AT&T Kentucky's willingness to negotiate an agreement, either interconnection agreement or commercial agreement, depending upon the Commission's determination. State the status of the negotiations.

Response:

On February 3, 2016, CKN informed AT&T that the letter had been forwarded to the LFUCG Department of Law, which would take the matter under advisement. AT&T responded the same day by offering to connect LFUCG/CKN with the appropriate people within AT&T if they had any questions. AT&T has not received any further communication from CKN on AT&T's offer to negotiate an agreement.