

NC

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
 (Effective: 01/18/2008)

FILE

 RECEIVED-DOCKETING DIV
 2008 APR 15 PM 4:47
 PUCO

In the Matter of the Application of AT&T Ohio)
 for the Review and Approval of an Agreement Amendment)
 Pursuant to Section 252 of the Telecommunications)
 Act of 1996.)

TRF Docket No. 90-_____

Case No. 08 - 0516-TP-NAG

NOTE: Unless you have reserved a Case # or are filing a contract, leave the "Case No" fields BLANK.

Name of Registrant(s) The Ohio Bell Telephone Company
 DBA(s) of Registrant(s) AT&T Ohio
 Address of Registrant(s) 150 E. Gay St., Room 4-C, Columbus, Ohio 43215
 Company Web Address www.att.com

Regulatory Contact Person(s) Jon F. Kelly

Phone 614-223-7928

Fax 614-223-5955

Regulatory Contact Person's Email Address jk2916@att.com

Contact Person for Annual Report Michael R. Schaedler

Phone 216-822-8307

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Consumer Contact Information Kathy Gentile-Klein

Phone 216-822-2395

Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Motion for protective order included with filing? ☐ Yes ☒ NoMotion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IO
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

this is to certify that the images appearing are accurate and complete reproduction of a case file document delivered in the regular course of business
 Technician _____ Date Processed 4/15/08

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or (Non-Auto) 1-7-05	<input type="checkbox"/> UNC 1-7-04 or (Non-Auto) 1-7-05		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, _____, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____ (Date) _____

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Jon F. Kelly,
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)  - General Attorney (Date) April 15, 2008

.....*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application)	
For Approval Of An Agreement Amendment)	
Between AT&T Ohio and)	Case No. 08-0516-TP-NAG
West Virginia PCS Alliance, L.C.)	
Pursuant To Section 252 of the)	
Telecommunications Act of 1996.)	

APPLICATION FOR APPROVAL OF AN AGREEMENT
AMENDMENT PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

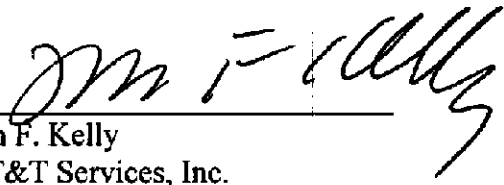
AT&T Ohio hereby files the attached Fourth Amendment dated April 15, 2008 ("the Amendment") to the agreement between AT&T Ohio and West Virginia PCS Alliance, L.C. dated January 25, 2002 ("the Agreement") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e) ("the Act"). The Amendment replaces Existing 911 Appendix with Generic Cellular/PCS 911 Appendix.

The Agreement was approved by the Commission on April 25, 2002 in Case No. 02-0195-TP-NAG. AT&T Ohio requests that the Commission approve the Amendment.

Respectfully submitted,

AT&T OHIO

By:



Jon F. Kelly
AT&T Services, Inc.
150 E. Gay St., Rm. 4-C
Columbus, OH 43215

(614) 223-7928

Its Attorney

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO
AND
WEST VIRGINIA PCS ALLIANCE, L.C.**

The Interconnection Agreement (the "Agreement") by and between The Ohio Bell Telephone Company¹ d/b/a AT&T Ohio ("AT&T Ohio") and West Virginia PCS Alliance, L.C. ("Wireless") is hereby amended as follows:

(1) Appendix 911 (Wireless) and any associated pricing is hereby removed from the underlying Agreement and replaced with generic Appendix Cellular/PCS Emergency Service Access (E9-1-1), which includes pricing.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

(5) The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio ("PUCO"). Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 91st day after filing.

¹ The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio."

West Virginia PCS Alliance, L.C.

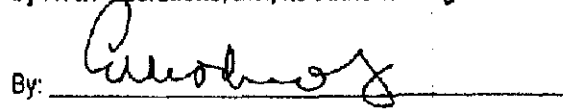
By: 

Name: Clark Brule
(Print or Type)

Title: Director-Carrier Relations & Wrls Admin
(Print or Type)

Date: 4/7/08

The Ohio Bell Telephone Company d/b/a AT&T Ohio
by AT&T Operations, Inc., its authorized agent

By: 

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: Director - Interconnection Agreements

Date: 4-15-08

FACILITIES-BASED OCN # 6822

ACNA WVP

APPENDIX CELLULAR/PCS EMERGENCY SERVICE ACCESS (E9-1-1)

TABLE OF CONTENTS

INTRODUCTION.....	1
DEFINITIONS	2
<u>AT&T-13</u> STATE RESPONSIBILITIES	3
CARRIER RESPONSIBILITIES	4
RESPONSIBILITIES OF BOTH PARTIES	5
METHODS AND PRACTICES.....	6
CONTINGENCY.....	7
BASIS OF COMPENSATION.....	8
LIABILITY	9
MUTUALITY	10
E9-1-1 PRICING EXHIBIT	

CELLULAR/PCS EMERGENCY SERVICE ACCESS (E9-1-1)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for 911 Service Access provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) to Wireless Carriers for access to the applicable AT&T-owned ILEC's 911 and E911 Databases, and interconnection to an AT&T-owned ILEC's 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 Wireless E911 Service Access is a service which enables Carrier's use of AT&T-13STATE 911 network service elements which AT&T-13STATE uses in the provision of E911 Universal Emergency Number/911 Telecommunications Services, where AT&T-13STATE is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from AT&T-13STATE. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from AT&T-13STATE. AT&T-13STATE shall provide Wireless E911 Service Access to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) AT&T-13STATE is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Carrier's Phase I and Phase II E911 obligations.
- 1.3 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.4 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.5 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.6 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.7 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.8 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.9 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.10 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T

Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

- 1.11 The prices at which **AT&T-13STATE** agrees to provide Carrier with E911 Service Access is contained in the applicable Appendix Pricing and/or the applicable State Access Services tariff where stated.

2. DEFINITIONS

- 2.1 **"911 System"** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 **"911 Call(s)"** means a call made by an Carrier's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.3 **"Alternate PSAP"** means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.4 **"Automatic Location Identification" or "ALI"** means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.5 **"Automatic Location Identification Database" or "ALI Database"** means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.6 **"Automatic Number Identification" or "ANI"** means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.
- 2.7 **"Call Back Number"** means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Carrier's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.8 **"Call Path Associated Signaling" or "CAS"** means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.
- 2.9 **"Centralized Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the Carrier's switch to an **AT&T-13STATE** E911 Selective Router.
- 2.10 **"Cell Sector"** means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.11 **"Cell Sector Identifier"** means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.12 **"Cell Site/Sector Information"** means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier's Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.13 **"Common Channel Signaling/Signaling System 7 Trunk" or "CCS/SS7 Trunk or SS7 Signaling"** means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier's switch to an **AT&T-13STATE** 911 Selective Routing Tandem.
- 2.14 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.

- 2.15 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.
- 2.16 **"Designated PSAP"** means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The "Alternate PSAP" is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.17 **"E911 Authority"** means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.
- 2.18 **"E911 Service"** means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.19 **"E911 Trunk"** means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and AT&T-13STATE 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.20 **"E911 Universal Emergency Number Service"** (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or **"E911 Service"** means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing (SR).
- 2.21 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 2.22 **"Emergency Service Routing Digits" or "ESRD"** is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 2.23 **"Emergency Service Routing Key" or "ESRK"** is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.24 **"Hybrid CAS"** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25 **"Meet Point"** means the demarcation between the AT&T-13STATE network and the Carrier network.
- 2.26 **"Mobile Directory Number" or "MDN"** means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.27 **"Mobile Identification Number" or "MIN"** means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.28 **"National Emergency Number Association" or "NENA"** means the not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.29 **"Non-Call path Associated Signaling" or "NCAS"** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.

- 2.30 "Phase I" - as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.31 "Phase II" - as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.32 "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.33 "Pseudo Automatic Number Identification (pANI)" is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller's MDN.
- 2.34 "Selective Routing" or "SR" means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.
- 2.35 "Service Provider" means an entity that provides one or more of the following 911 elements; network, database, or CPE.
- 2.36 "Shell Record" means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from the wireless carrier's network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.37 "Wireless Handset" means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. AT&T-13STATE RESPONSIBILITIES

- 3.1 AT&T-13STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 Services set forth herein when AT&T-13STATE is the 911 service provider. AT&T-13STATE shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and AT&T-13STATE provides the 911 System component. In such situations, AT&T-13STATE shall provide Carrier access to the AT&T-13STATE 911 System as described in this section.
- 3.2 Call Routing
 - 3.2.1 AT&T-13STATE will route 911 calls from the AT&T-13STATE SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
 - 3.2.2 When routing a 911 call and where AT&T-13STATE is the ALI Database Provider, in a Phase I application, AT&T-13STATE will forward the Phase I data as provided by the Carrier and in a Phase II application, AT&T-13STATE will forward the Phase I and Phase II data as provided by the Carrier.
- 3.3 Facilities and Trunking
 - 3.3.1 AT&T-13STATE shall provide and maintain sufficient dedicated E911 trunks from AT&T-13STATE's SR's to the PSAP of the E911 Customer, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.
 - 3.3.2 After receiving Carrier's order, AT&T-13STATE will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable AT&T-13STATE Access Services tariff. Additionally, when

Carrier requests diverse facilities, AT&T-13STATE will provide such diversity where technically feasible, at standard tariff rates.

3.3.3 AT&T-13STATE and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the AT&T-13STATE SR(s).

3.3.4 AT&T-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility Meet Point.

3.4 Database

3.4.1 Where AT&T-13STATE manages the 911 and E911 Databases and Carrier deploys a CAS or Hybrid-CAS Solution utilizing AT&T-13STATE E911 DBMS:

3.4.1.1 AT&T-13STATE shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.

3.4.1.2 AT&T-13STATE shall coordinate access to the AT&T-13STATE E911 DBMS for the initial loading and updating of Carrier ALI records.

3.4.1.3 AT&T-13STATE's ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.2 Where AT&T-13STATE manages the 911 and E911 Databases, and Carrier deploys an NCAS solution:

3.4.2.1 Carriers designated third-party provider shall perform the above database functions.

3.4.2.2 AT&T-13STATE will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4. CARRIER RESPONSIBILITIES

4.1 Call Routing

4.1.1 Where AT&T-13STATE is the 911 System Service Provider, Carrier will route 911 calls from Carrier's MSC to the AT&T-13STATE SR office of the 911 system.

4.1.2 Depending upon the network service configuration, Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the AT&T-13STATE 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from AT&T-13STATE, transport and trunk termination to each AT&T-13STATE 911 SR that serves the areas in which Carrier is licensed to and will provide CMRS service.

4.2.2 Carrier shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the Carrier's MSC and the AT&T-13STATE SR.

4.2.3 Carrier is responsible for determining the proper quantity of trunks and transport facilities from Carrier's MSC to interconnect with the AT&T-13STATE 911 SR.

4.2.4 Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.5 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the Carrier's MSC to each AT&T-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.

- 4.2.6 Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.7 Carrier shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 4.2.8 In order to implement Phase II E911 Service, Carrier is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from Carrier's MSC to the appropriate AT&T-13STATE ALI server where AT&T-13STATE is the designated ALI Database Provider. Such Data Circuit may be ordered from AT&T-13STATE affiliate or vendor of Carrier's choice.
- 4.2.9 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from AT&T-13STATE.
- 4.2.10 Carrier will cooperate with AT&T-13STATE to promptly test all 911 trunks and facilities between Carrier's network and the AT&T-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until both parties complete successful testing.
- 4.2.11 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility Meet Point. Carrier is responsible for advising AT&T-13STATE of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T-13STATE will refer network trouble to Carrier if no defect is found in AT&T-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Where AT&T-13STATE is the 911 System Service Provider, and Carrier deploys a CAS or Hybrid CAS Solution utilizing AT&T-13STATE 911 DBMS:
 - 4.3.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to AT&T-13STATE, for inclusion in AT&T-13STATE's DBMS on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.
 - 4.3.1.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records that are in electronic format based upon established NENA standards.
 - 4.3.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
 - 4.3.1.4 Carrier is responsible for providing updates to AT&T-13STATE 911 DBMS; in addition, Carrier is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.
- 4.3.2 Where AT&T-13STATE is the 911 System Service Provider, and Carrier deploys an NCAS solution:
 - 4.3.2.1 Carrier's designated third-party provider shall perform the above database functions.
 - 4.3.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to AT&T-13STATE, for inclusion in AT&T-13STATE's 911 DBMS, on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.
 - 4.3.2.3 Carrier's third-party provider shall provide initial and ongoing updates of Carrier's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.4 Other

4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.

4.4.2 In the event that there is a valid E911 Phase II PSAP request, Carrier shall notify AT&T-13STATE Industry Markets 911 Account Manager at least five (5) months prior to Carrier's proposed Phase II implementation state.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated AT&T-13STATE 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T-13STATE's applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and interconnection to an AT&T-owned ILEC 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-13STATE and Carrier.

8. BASIS OF COMPENSATION

8.1 Carrier shall compensate AT&T-13STATE for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Appendix. The prices shall be considered interim in the States of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, and Texas until a tariff in the State in question has become effective for such elements. In addition, the Parties acknowledge that the interim rates set forth in the Appendix are based on the pricing methodology set forth in the *Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated May 7, 2001 ("King County Letter"* and affirmed in *The Order on Reconsideration In the matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington (FCC 02-146)*. In the event that the final pricing methodology that is adopted in a particular State differs from the *King County Letter* methodology, the Parties agree to true up or true down the rates charged and amounts paid back to September 1, 2002. Except as set forth above, in the event AT&T-13STATE files a new or revised tariff after the effective date of this Appendix ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the

failure of the Pricing Exhibit to list charges for the Data Circuit does not negate any such charges for the Data Circuit, should Carrier elect to purchase such circuit from an AT&T-13STATE affiliate.

- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and AT&T-13STATE SR(s).

9. LIABILITY

- 9.1 AT&T-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. AT&T-13STATE shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after AT&T-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.
- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to AT&T-13STATE, Carrier shall not be liable to AT&T-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from AT&T-13STATE until service is restored.
- 9.3 Carrier agrees to release, indemnify, defend and hold harmless AT&T-13STATE from any and all Loss arising out of AT&T-13STATE's provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of AT&T-13STATE.
- 9.4 Carrier also agrees to release, indemnify, defend and hold harmless AT&T-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of AT&T-13STATE.

10. MUTUALITY

- 10.1 Carrier agrees that to the extent it offers the type of services covered by this Appendix to any company, that should AT&T-13STATE request such services, Carrier will provide such services to AT&T-13STATE under terms and conditions comparable to the terms and conditions contained in this Appendix.

PRICING EXHIBIT

1. AT&T-2STATE CELLULAR/PCS E9-1-1:

1.1 CALIFORNIA

Trunk Charge per Trunk:

Monthly	\$26.00
Non-Recurring	\$741.00

Facility rates can be found in the State Special Access Tariff.

1.2 AT&T NEVADA

Trunk Charge Per Trunk:

Monthly Recurring:	\$8.00
Non-Recurring	\$175.07

Facility rates can be found in the State Special Access Tariff.

2. AT&T MIDWEST REGION 5-STATE CELLULAR/PCS E9-1-1:**2.1 ILLINOIS**

Trunk Charge per Trunk:

Monthly	\$19.99
Non-Recurring	\$610.45

Facility rates can be found in the State Special Access Tariff.

2.2 INDIANA

Trunk Charge per Trunk:

Monthly	\$26.64
Non-Recurring	\$770.97

Facility rates can be found in the State Special Access Tariff.

2.3 MICHIGAN

Trunk Charge per Trunk:

Monthly	\$19.81
Non-Recurring	\$496.18

Facility rates can be found in the State Special Access Tariff.

2.4 OHIO

Trunk Charge per Trunk:

Monthly	\$28.72
Non-Recurring	\$436.62

Facility rates can be found in the State Special Access Tariff.

2.5 WISCONSIN

Trunk Charge per Trunk:

Monthly	\$26.29
Non-Recurring	\$737.59

Facility rates can be found in the State Special Access Tariff.

3. AT&T SOUTHWEST REGION 5-STATE CELLULAR E9-1-1:**3.1 ARKANSAS**

Trunk Charge per Trunk:

Monthly	\$22.86
Non-Recurring	\$312.00

Facility rates can be found in the State Special Access Tariff.

3.2 KANSAS

Trunk Charge per Trunk:

Monthly	\$22.86
Non-Recurring	\$312.00

Facility rates can be found in the State Special Access Tariff.

3.3 MISSOURI

Trunk Charge per Trunk:

Monthly	\$58.00
Non-Recurring	\$170.00

Facility rates can be found in the State Special Access Tariff.

3.4 OKLAHOMA

Trunk Charge per Trunk:

Monthly	\$33.22
Non-Recurring	\$110.00

Facility rates can be found in the State Special Access Tariff.

3.5 TEXAS

Trunk Charge per Trunk:

Monthly	\$39.00
Non-Recurring	\$165.00

Facility rates can be found in the State Special Access Tariff.

4. AT&T CONNECTICUT CELLULAR/PCS E9-1-1:

Trunk Charge per Trunk:

Monthly	\$14.39
Non-Recurring	\$0.00

Facility rates can be found in the State Special Access Tariff.