

This statement is completely unfounded. Ameritech's track record in addressing CLEC end-user database issues has been excellent. As problems, real or perceived, have been identified, Ameritech has instituted actions to identify the problem, determine the cause of the problem, and institute prompt corrective action as needed. For example, the interruption in reporting of data entry results to Brooks Fiber from the database vendor was corrected immediately after learning of the situation (Paragraph 54). Ameritech prepared a special process to return 13,000 error records to Brooks Fiber that occurred from one data file submission per Brook Fiber's request. (Paragraph 56). Ameritech went above and beyond to completely reload TCG's data by taking paper dumps of their unsuccessful mechanized sends and manually loading the data. (Paragraphs 59-60). And it was Ameritech that instituted, on its own accord, the 100% verification program for all CLEC end-user data statewide. (Paragraphs 61-71).

78. The MPSC (p. 43) states that Ameritech's 9-1-1 database is "not error free." This is true but misleading: Due to the size and complexity of the 9-1-1 database, the amount of change, and various sources of input, the database may never be 100% error free. The database contains almost 7 million records and over 10,000 changes are processed, on average, each and every business day. Ameritech's track record on data entry and error correction greatly exceeds applicable industry standards. Its operating statistics show that its error rate is significantly less than the 1% allowed by the industry standard, in fact it is approximately 0.2%. While Ameritech strives for 100% accuracy, to hold Ameritech to an absolute-perfection standard would be neither realistic nor reasonable. (Please also see paragraphs 28-35 and Jenkins Schedule 3). Further, the checklist does not require error free service; it simply requires nondiscriminatory access, which Ameritech provides.
79. The MPSC (pp. 43-44) states that Ameritech should establish and pursue methods to address database accuracy. Ameritech has done so.
- Ameritech has built a number of checks and balances into the 9-1-1

system, both in the daily operations of the system and other data verification techniques which are used throughout the system on a regular and as-needed basis.

- The system itself contains a number of edit checks to minimize potential errors entering the database.
- For errors that do fall out, their causes are analyzed regularly so that corrective action can be taken.
- Reconciliations (also known as verifications) are done regularly by router to determine if there are any problems (systematic or otherwise) in the 9-1-1 database.
- PSAPs report any perceived troubles with the database and these are investigated, reviewed and corrected daily. (Paragraph 30 and Jenkins Schedule 4).
- Finally, we have educated CLECs on these procedures and have instituted, on our own accord, a 100% verification of CLEC end user data. (Paragraphs 38, 61-71).

80. The MPSC states that Ameritech technically meets the checklist requirement for 9-1-1 interconnection, but needs to present more evidence of its ability to enter data and correct errors. As this affidavit demonstrates, Ameritech has several procedures and safeguards in place to maintain the accuracy of its 9-1-1 database, and is constantly working to make them better.

TCG

81. While referring to the October incident in Southfield involving a shooting and a TCG end user calling 9-1-1, TCG states that Ameritech failed to properly process and maintain the end-user information it provided to Ameritech for the 9-1-1 database. TCG Comments, pp. 22-21. TCG omits important parts of the story. TCG fails to mention that this same end-user at this same phone number was the subject of a trouble ticket submitted by the Southfield PSAP in August, 1996. At that time, the investigation showed that the number was not working per a test

call. Based on the investigation from the second trouble ticket in October, it was learned that this was a DID number and should not have been in the database: DID is for inward calling only, so there is no need to have the information in the 9-1-1 database. While Ameritech acknowledges that it did receive source data via the manual entry process from TCG in March, 1996 and that that information did not appear in the database in October, TCG does not acknowledge the earlier trouble with this telephone number and the extraordinary efforts taken to reload that very data during the time period of the October incident.

82. Mr. Pelletier of TCG in his affidavit (§ 30) discusses the problems with the loading of TCG end-user data into the Ameritech systems and how TCG was not notified that it was fixed. Mr. Pelletier is referring to the system problem discussed above (paragraph 59) which erroneously populated the 9-1-1 database. As described in detail above, that problem has been fixed. Contrary to Mr. Pelletier's claims, TCG was notified of this fix during discussions with Ameritech about the reloading of their end-user data.

83. Mr. Pelletier (§ 30) also states that TCG has not received confirmation that the database is "error-free". As discussed above in paragraph 76, the 9-1-1 database, like virtually every other kind of database, can never be guaranteed to be error-free, nor is that the proper standard under the checklist. Curiously enough, as Ameritech has been attempting to complete a 100% verification of all CLEC end-user data statewide, TCG is one of the two CLECs which have yet to give Ameritech a data file of all their end user data, which is necessary in order to complete a comparison with the information in the 9-1-1 database. Ameritech first requested this data in writing on March 5, 1997 and again on July 1, 1997. (See Jenkins Schedules 10 and 11).

Brooks Fiber

84. Brooks Fiber (pp. 26-28) complains that Ameritech is being discriminatory and anti-competitive, either intentionally or through gross negligence, based on its

experience with their Lansing 9-1-1 trunks and with mechanized database feeds. This is simply not true.

85. Brooks Fiber complains that Ameritech turned off their three 9-1-1 trunks in Lansing. Brooks Fiber Comments, pp. 26-27. Brooks does not tell the whole story.
86. Based on prior implementation experience in Grand Rapids, Zeeland, and Holland, both Brooks Fiber and Ameritech 9-1-1 personnel know that the parties must complete two types of testing on all 9-1-1 trunks before they are activated and are available for live traffic. This is essential to assure that the trunks are operational and functioning properly before they carry "live" traffic. The first type of testing is continuity testing. Continuity testing verifies the functionality of the trunk itself and is performed cooperatively between Brooks Fiber and Ameritech central office personnel. This testing had been completed with Brooks Fiber for the 9-1-1 trunks in Lansing. The second type of testing is call-through testing. Call-through testing tests the functionality of the 9-1-1 system; it determines that routing and ALI displays at the PSAP work appropriately and that the call transmission quality is acceptable. This testing is also completed on a cooperative basis between Brooks Fiber, Ameritech and the PSAP. Here, Brooks Fiber provides test records for the database and initiates test calls, while Ameritech coordinates those test calls with the various PSAPs.
87. Without call-through testing, there is no way to determine that any of the CLEC's end user 9-1-1 calls would be completed accurately, or even completed at all. *This call-through testing had not yet been completed when Ameritech 9-1-1 personnel learned the Brooks Fiber 9-1-1 circuits in Lansing were open (or activated). Therefore, the trunks were deactivated because full call-through testing had not been completed. Ameritech 9-1-1 Operations personnel did not know there was live traffic on the trunks in question.*

88. When Ameritech 9-1-1 personnel learned that there was live traffic present for those circuits, they immediately worked with Brooks Fiber and the involved PSAPs to coordinate the call-through testing. The circuits were activated within two hours and call-through testing was completed that afternoon.

89. A similar situation with Brooks Fiber not completing call-through testing of its 9-1-1 trunks subsequently occurred in Traverse City. In that situation, the Ameritech 9-1-1 service manager was aware that there was live traffic on the trunks. Ameritech escalated this situation within Brooks Fiber and the following week Brooks Fiber completed the call-through testing in conjunction with Ameritech and the involved PSAP. Ameritech responded to Brooks Fiber's contentions regarding these issues in Ameritech's June 2, 1997 filing in the Michigan checklist compliance docket, MPSC Case No. U-11104.

90. Brooks Fiber also states (p. 28) that it requested TCP/IP access for mechanized data sends in December and that this was promised by Ameritech in January but has yet to be delivered.

91. First, Brooks Fiber did not confirm its request for this access until February, 1997, so it hardly was "supposed" to have been completed by January 15, 1997, as Brooks claims. Second, Brooks Fiber does not tell the entire story. Brooks Fiber implies that this request for TCP/IP access was to be used only for 9-1-1 data exchange. This is not so; this type of access will also be used for data sharing for other services as well, such as Directory Assistance. Third, and more significantly, Brooks Fiber does not acknowledge the mechanized send system it has been using since 1995. This microcomputer-based system was designed specifically for Brooks Fiber to meet its needs at the time. This system allows Brooks Fiber to electronically transmit its input to a microcomputer at

Ameritech. The file is then uploaded to the gateway for input into the 9-1-1 database. A detailed response to Brooks Fiber's allegations on this issue is provided in the joint affidavit of Ms. Heltsley, Mr. Larsen and Mr. Hollis filed concurrently on behalf of Ameritech. Therefore, while Brooks Fiber's complaints allege that it has been denied mechanized access to the 9-1-1 database, this is not so. Brooks Fiber has performed mechanized sends since 1995.

MFS WorldCom

92. MFS WorldCom claims that "Ameritech has yet to resolve a very significant issue with respect to E911 service for customers subscribing to MFS' Centrex resale platform". Schroeder Aff., p. 11. The fact, however, is that Ameritech has resolved all the issues that MFS raises. MFS's complaints focus on the problems in the City of Southfield with identifying MFS's Centrex end-users in the 9-1-1 database. As discussed above in detail, Ameritech took action to identify the extent of the 9-1-1 database problem and the cause of it. Upon reviewing the results of a 10% sample of one MFS Centrex, a program to review all resold Centrexes was implemented. This program was a laborious manual process that compared Service Billing Records (which contains the end user information) to the 9-1-1 records and issued corrections to both systems. After the completion of this program for MFS, another incident did occur. Again, Ameritech immediately took steps to investigate the problem, identify the source of the problem, and take corrective action. (See paragraphs 61-66).

CONCLUSION

93. Ameritech meets the competitive checklist requirement of TA96 for nondiscriminatory access to 9-1-1 service.
94. Ameritech is providing 9-1-1 interconnection to CLECs at parity with what it provides to itself.

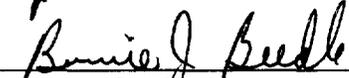
95. Ameritech has fulfilled and will continue to fulfill its obligations under the mutually agreed to contractual arrangements reached with CLECs for the provision of 9-1-1 interconnection.
96. Ameritech has taken action in a responsible and prudent manner to address all 9-1-1 database integrity concerns as it became aware of them.
97. Ameritech maintains an extremely accurate 9-1-1 database and has procedures in place to accurately load data and detect and remedy errors quickly.

I swear, under penalty of perjury, that the foregoing is true and correct, to the best of my knowledge and belief.



Timothy J. Jenkins

Subscribed and sworn before me this 2 day
of July, 1997.



Notary Public



BONNIE J. BEEDLE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 9-1-2000

My Commission expires: 9-1-2000

JENKINS

1

Tariff

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

Original Sheet No. 1

EMERGENCY REPORTING, ALERTING AND DISPATCHING SERVICES

GENERAL

1. Except as otherwise provided herein, the Company will furnish all facilities for Emergency Reporting, Alerting and Dispatching Service.
2. The customer will provide or bear the expense of any pole or underground conduit installations, including maintenance, when such installations are required to provide the facilities for Emergency Reporting, Alerting and Dispatching Service.
3. Based upon the level of charges provided for herein, and the fact that the services will be provided for use in emergencies, the liability of the Company, whether based upon contract or otherwise arising out of the service, for damages arising out of mistakes, omissions, interruptions, delays, failures, or errors or defects in transmission, shall in no event exceed the amount equivalent to the proportionate charge to the customer for the period during which such mistake, omission, interruption, delay, failure, or error or defect in transmission occurs. Where the customer is at fault, there shall be no adjustment of charges.
4. The customer indemnifies and saves the Company harmless against all claims for loss or injury to persons or property arising out of use of the service, unless caused solely by the negligence of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision.
5. When any part of a system is customer provided such as an attendant position(s), stations, channels or switching gear, then tariff rates for that portion of the system provided by the Company shall not apply but rather will be subject to a rate application based on cost.

Material formerly appeared in Tariff M.P.S.C. No. 2R, Original Sheet No. 26

Issued under authority of M.P.S.C. Order dated October 12, 1995 Case No. U-10910

Issued: October 12, 1995

Effective: October 12, 1995

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

MICHIGAN BELL
TELEPHONE CO.
TARIFF M.P.S.C. NO. 20R

Ameritech

Tariff

PART 8

SECTION 3

1st Revised Sheet No. 9

PART 8 - Miscellaneous Services

Cancels

SECTION 3 - Emergency/Group Alerting Services

Original Sheet No. 9

UNIVERSAL EMERGENCY NUMBER SERVICE - 911

(C)/1/

A. DESCRIPTION

Universal Emergency Number Service/911 Telecommunications Service (911), is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

When requested by local government authorities, and subject to the availability of facilities, the Telephone Company will provide a universal number "911" for the use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public. Use of the 911 number will provide each caller with telephone access to the appropriate local PSAP.

The 911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the Central Office areas arranged for 911 calling.

911 Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a PSAP which is prepared to receive those calls. Each 911 Service classification has certain inherent features and optional features which may or may not be available with other 911 Service classifications.

(C)

/1/ Basic 911 service now appears in Part 20, Section 8.

Material formerly appeared in Part 8, Section 3, Original Sheet Nos. 9 thru 31.

Issued under authority of M.P.S.C. Order dated 10/12/95 Case No. U-10910

Issued: July 10, 1996

Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

1st Revised Sheet No. 10
Cancels
Original Sheet No. 10

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

A. DESCRIPTION (cont'd)

911 Service may be classified as follows:

Enhanced 911 Service (E911)

Enhanced 911 Service offerings provide routing via dedicated trunking facilities to all primary PSAPs and to secondary PSAPs based upon ANI capability or Default Routing. The number of lines to a PSAP will be determined by the Company based upon anticipated call volumes. Secondary PSAPs that do not meet these specifications will receive calls on a transfer basis over the exchange network or over additional E911 Exchange lines subscribed to by the customer.

Enhanced 911 Service is available via one or a combination of the following service feature combinations:

- Automatic Number Identification (ANI)
- Selective Routing (SR)
- Automatic Number Identification and Selective Routing (ANI/SR)
- Automatic Number Identification and Automatic Location Identification (ANI/ALI)
- Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/ALI/SR)

Where two jurisdictions are served by a local switching office each jurisdiction may select a different feature combination as long as SR is one of the features.

(C)

Material formerly appeared in Part 8, Section 3, Original Sheet Nos. 9 thru 31.

Issued under authority of M.P.S.C. Order dated 10/12/95 Case No. U-10910

Issued: July 17, 1996

Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

1st Revised Sheet No. 11
Cancels
Original Sheet No. 11

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

B. DEFINITIONS

911 Control Office

A 911 office providing tandem switching capability for 911 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing function, Speed Calling features, Call Transfer capability and certain maintenance functions for each PSAP.

911 Service Area

The geographic area in which the customer will respond to all 911 calls and dispatch appropriate emergency assistance.

Additional E911 Exchange Line

An additional line which terminates at a PSAP

Alternate Routing (AR)

A feature which allows calls to be routed to a designated alternate location if 1) all 911 exchange lines to the primary PSAP are busy, or 2) the primary PSAP closes down.

Automatic Location Identification (ALI)

A feature that forwards the name and address associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise extensions, etc.) are identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI)

A feature which allows the number of the calling party to be forwarded to the PSAP for display.

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Material formerly appeared in Part 8, Section 3, Original Sheet Nos. 9 thru 31.

Issued under authority of M.P.S.C. Order dated 10/12/95 Case No. U-10910

Issued: July 17, 1996

Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

B. DEFINITIONS (cont'd)

Automatic Number Identification and Automatic Location Identification (ANI/ALI)

A Service Feature combination with both the ANI and ALI features, which allows telephone numbers and the name and address associated with the calling party's telephone number to be forwarded to the PSAP for display.

Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/ALI/SR)

A Service Feature combination with ANI, ALI and SR which allows telephone numbers, names and addresses to be forwarded to the PSAP for display and allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

Automatic Number Identification and Selective Routing (ANI/SR)

A Service Feature combination with ANI and SR which allows telephone numbers to be forwarded to the PSAP for display and allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

Cell Site Record

The physical location/street address of a cellular tower and , if applicable, the direction of the transmitter/receiver site. For purposes of this definition a cellular tower equipped with three (3) transmitter/receivers would constitute three (3) cell site records. Conversely, a cellular tower with an omnidirectional transmitter/receiver would constitute one (1) cell site record.

Central Office Identification

A three digit code that identifies the central office from which a 911 call originated. This feature is provided in lieu of Selective Routing and ANI display for central offices within the 911 system not equipped with ANI.

(C)

Material formerly appeared in Part 8, Section 3, Original Sheet Nos. 9 thru 31.

Issued under authority of M.P.S.C. Order dated 10/12/95 Case No. U-10910

Issued: July 17, 1996

Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

1st Revised Sheet No. 13
Cancels
Original Sheet No. 13

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

B. DEFINITIONS (cont'd)

Central Office Transfer

The transfer of an incoming 911 call to another access line through use of a Central Office conference circuit.

Data Management System (DMS)

A system of manual procedures and computer programs used to create, store and update the data required to provide the SR and ALI features.

Default Routing

A feature activated when incoming 911 calls cannot be selectively routed due to a failure of the ANI feature, garbled digits or other cause. Such incoming calls are routed to a "default" PSAP.

Display and Transfer Unit

A selector console and associated common equipment for displaying ANI numbers at the PSAP attendant position. The attendant can then activate Fixed and/or Selective Transfer functions (defined below).

Emergency Service Number (ESN)

A Selective Routing (SR) code assigned by the Company to each telephone number in an exchange where SR is provided to route 911 calls to an appropriate PSAP. The ESN is associated with street address ranges or other mutually agreed upon routing criteria and defines the set of emergency numbers (e.g. police, fire, medical) responsible for providing emergency service in a primary PSAP and possibly one or more secondary PSAPs.

End Office

The central office in the 911 system which receives originating 911 calls.

(C)

Material formerly appeared in Part 8, Section 3, Original Sheet Nos. 9 thru 31.

Issued under authority of M.P.S.C. Order dated 10/12/95 Case No. U-10910

Issued: July 17, 1996

Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

1st Revised Sheet No. 14
Cancels
Original Sheet No. 14

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

B. DEFINITIONS (cont'd)

Enhanced 911 Service

A 911 service offering which provides completion of 911 calls via dedicated trunking facilities to all primary PSAPs and to secondary PSAPs that are equipped to display ANI information on Company or customer provided terminal equipment. This offering is available via specific service feature and/or service feature combinations which may or may not be available with other 911 Service classifications.

Fixed Transfer

A feature which enables a PSAP attendant to transfer incoming 911 calls to Secondary PSAPs by use of a single button on the Display and Transfer Unit.

Forced Disconnect

Permits the PSAP attendant to release a 911 call connection though the 911 calling party has not hung up, thereby preventing intentional jamming of the 911 central office lines.

Manual Transfer

Enables the PSAP attendant to transfer an incoming call by depressing the switch hook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit Speed Calling Code.

Public Safety Answering Point (PSAP)

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Calls are first directed to the Primary PSAPs for response. Secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized location for a particular type of emergency call. PSAPs shall be staffed by employees or agents of service agencies such as police, fire or emergency medical or a common bureau serving a group of such entities.

(C)

Material formerly appeared in Part 8, Section 3, Original Sheet Nos. 9 thru 31.

Issued under authority of M.P.S.C. Order dated 10/12/95 Case No. U-10910

Issued: July 17, 1996

Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

1st Revised Sheet No. 15
Cancels
Original Sheet No. 15

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

B. DEFINITIONS (cont'd)

Responding Agency

An agency which is prepared to provide one or more specific emergency services via calls received from a PSAP.

Selective Routing

A feature which allows 911 calls to be routed to the designated primary PSAP based upon the identification number of the calling party.

Selective Transfer

Provides a PSAP with the ability to transfer an incoming call to another responding agency by depressing a single button labeled with type of agency, e.g. fire, on the Display and Transfer Unit. Selective Transfer is only available when Selective Routing is provided.

Serving Central Office

The central office from which a PSAP, either primary or secondary is served.

Service User

Any exchange access facility customer within a 911 system.

Speed Calling

A feature which enables the customer to call certain preset numbers via abbreviated dialing.

(C)

Material formerly appeared in Part 8, Section 3, Original Sheet Nos. 9 thru 31.

Issued under authority of M.P.S.C. Order dated 10/12/95 Case No. U-10910

Issued: July 17, 1996

Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

1st Revised Sheet No. 16
Cancels
Original Sheet No. 16

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

B. DEFINITIONS (cont'd)

Universal Emergency Number Service

A telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls placed by persons in need of assistance who dial the telephone number 911. The 911 Service includes the lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

Universal Emergency Number Service Customer (Customer)

A municipality or other state or local governmental unit to whom authority has been lawfully delegated within a geographic area to respond to public emergency telephone calls, at a minimum for police and fire service. An agent may be authorized by one or more municipalities or other state or local governmental units to subscribe to the service but the agent is not the customer.

C. TERMS AND CONDITIONS

1. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. A single PSAP may subscribe to only one 911 service classification within any single government agency's locality.
2. 911 Service is furnished to the customer only for the purpose of receiving reports of emergencies from the public. It is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this service. The public safety agencies must subscribe to other exchange telephone service provided under this Tariff for non-emergency telephone communications.
3. 911 Service is classified as Business Exchange and is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.

(C)

Material formerly appeared in Part 8, Section 3, Original Sheet Nos. 9 thru 31.
Issued under authority of M.P.S.C. Order dated 10/12/95 Case No. U-10910

Issued: July 17, 1996

Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

C. TERMS AND CONDITIONS (cont'd)

4. Temporary suspension of service is not provided for any part of 911 Service (premise equipment included).
5. 911 Service lines are provided solely for the benefit of the customer operating the PSAP. The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer.
6. Telephone Company serving areas and political subdivision boundaries may not coincide, however it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by central offices in the local serving area whether or not the calling telephone is situated on property within the geographic boundaries of the customer's public safety jurisdiction.
7. The application for 911 Service must be executed in writing by each customer. If application for service is made by an agent, the Company must be provided in writing, satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.
8. The customer must furnish the Company its written agreement to the following terms and conditions:
 - Applicants for this service must provide an adequate number of trained personnel to receive and dispatch calls to meet public demand. All 911 calls must be answered on a 24-hour day, seven-day week basis.

(C)

Material formerly appeared in Part 8, Section 3, Original Sheet Nos. 9 thru 31.
Issued under authority of M.P.S.C. Order dated 10/12/95 Case No. U-10910
Issued: July 17, 1996 Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

C. TERMS AND CONDITIONS (cont'd)

8. (cont'd)

- The customer accepts responsibility for dispatching the appropriate emergency service vehicles within the 911 service area, or will undertake to transfer all 911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available. A PSAP must be prepared to receive all 911 calls and to dispatch, or to have others dispatch, police, fire, ambulance, or other emergency services as are reasonably available and required.
- The customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the 911 PSAP by calling parties.
- The customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving non-911 calls.
- The customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company to be installed. Applicants for 911 service must subscribe to adequate facilities to provide satisfactory service to the public. Minimum trunk requirements for each central office designation served, must be met as prescribed by applicable State Codes, Rules, and Legislation.
- The customer will make provisions for receiving emergency calls from Telecommunication Devices for the Deaf (TDD) users.

9. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.

(C)

Material formerly appeared in Part 8, Section 3, Original Sheet Nos. 9 thru 31.
Issued under authority of M.P.S.C. Order dated 10/12/95 Case No. U-10910
Issued: July 17, 1996 Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

1st Revised Sheet No. 19
Cancels
Original Sheet No. 19

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

C. TERMS AND CONDITIONS (cont'd)

10. The 911 calling party by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies and service providers to respond to emergency calls for assistance.
11. Database inquiries for 911 information consisting of name, address, telephone number, and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the Company or applicable State Codes, Rules, or Legislation.
12. 911 information consisting of the names, addresses, telephone numbers, and other calling party information when available, of the telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls and is not to be used or disclosed by the customer, its agents or employees for any other purpose.
13. The 911 calling party forfeits the privacy afforded by Private and Semi-Private Listing Service to the extent that the name, telephone number, address and other calling party information, when available, associated with the originating station location are furnished to the PSAP.
14. Terminal equipment used in connection with 911 Service, whether such equipment is provided by the Company or the customer, shall be configured so that it is unable to extract any information from the 911 Database; other than information related to the number identified through the Automatic Number Identification (ANI) feature as the source of an in-progress 911 call. Manual access to the 911 Database may be provided upon written request as prescribed by the Company and subject to State and Federal laws and regulations.

(C)

Material formerly appeared in Part 8, Section 3, Original Sheet Nos. 9 thru 31.

Issued under authority of M.P.S.C. Order dated 10/12/95 Case No. U-10910

Issued: July 17, 1996

Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

C. TERMS AND CONDITIONS (cont'd)

15. Central offices that are not currently equipped to transmit ANI will not be modified to provide ANI solely for 911 Service. When the Selective Routing feature is provided as part of a 911 System, Default Routing and Central Office Identification will be provided in lieu of Selective Routing and ANI display for any central office within the system not equipped with ANI.
16. ANI will not be displayed on calls placed over four-party or rural lines. Central Office Identification is provided in lieu of the telephone number and address.
17. When the Selective Routing feature is provided with a 911 System, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the 911 serving area that are agreeable to the Company. These ESNs will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the 911 serving area. The customer's responsibilities in providing this information are:
 - Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished to the Company by the customer on forms supplied by the Company, or other electronic medium where available, for that purpose at a mutually agreed upon time prior to the effective date of the service.

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By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

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UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

C. TERMS AND CONDITIONS (cont'd)

17. (cont'd)

- After establishment of service it is the customer's responsibility to continually verify the accuracy of the routing information contained in the master address file. It is also the customer's responsibility, to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 911 calls to the proper PSAP.
- The Company will provide to the customer on request a complete listing of the master address file to permit customer verification of accuracy of the police, fire, and ambulance PSAP routing designations. One copy of the file will be provided free of charge on an annual basis. Additional copies may be requested at applicable tariff rates.
- The Company will furnish to the customer for verification a written copy showing each change, deletion and addition to the master address file.

18. The Company's intent will be to provide at least the same level of service reliability and quality as the telephone service being provided in the exchanges where 911 is offered.

19. Intercept service for the seven digit emergency numbers replaced by 911 will be provided, upon request, for a period negotiated by the customer, until the next customer directory issuance, or up to one year, whichever period is longest.

(C)

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Issued: July 17, 1996

Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

1st Revised Sheet No. 22
Cancels
Original Sheet No. 22

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

C. TERMS AND CONDITIONS (cont'd)

20. The installation of initial or subsequent 911 exchange lines to maintain applicable Company service standards will be provided by the Company, subject to the terms and agreements of the 911 Service Agreement when applicable.
21. Customer premise equipment used in providing 911 Service and features may be Company or customer provided.
22. The receipt of any contract or amendment to a contract established under this tariff shall not constitute approval of all terms and provisions therein.
23. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff.
24. The customer and participating governmental units and agencies each agree to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, other than the Company's sole negligence, arising out of the customer's use of 911 service whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others; and the customer and participating governmental units and agencies agree to purchase and maintain adequate insurance against such liability.
25. The rates for 911 Service do not include the inspection or monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall be responsible for making such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.

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Issued: July 17, 1996

Effective: November 11, 1996

By Gail F. Torreano, Vice President - State and Federal Government
Detroit, Michigan

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

1st Revised Sheet No. 23
Cancels
Original Sheet No. 23

UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (cont'd)

(C)

C. TERMS AND CONDITIONS (cont'd)

26. The Company's liability to the customer, the 911 calling party or any other party or persons for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or malfunctions of this service or any part thereof whether caused by negligence of the Company or otherwise shall not exceed the greater of \$60 or an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.
27. The customer also agrees to release, indemnify, defend, and hold harmless the Company from any 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 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection 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 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Company, the customer, its user, agencies or municipalities, or the employees or agents of any one of them.
28. The 911 services specified in this tariff are available for the use of public agencies and counties in providing universal emergency number service systems to universal emergency number service districts under authority of the Emergency Telephone Service Enabling Act, 1986 Michigan Public Act No. 32 as amended (hereafter referred to as P.A. 32).

Emergency telephone services provided to emergency telephone districts under authority of P.A. 32 shall be provided in accordance with the terms and conditions of P.A. 32.

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