

IX. E-911 Issues:

1. Should the ICA require CLECs to obtain authorization from PSAPs before SBC delivers traffic from the CLECs' end users to the PSAPs?

Charter E-911 Issue 1: *Should Charter's access to the E-911 selective router and DMBS be limited to those areas in which Charter is authorized to provide telephone service?*

CLEC Coalition E-911 Issue 5: *How is SBC to know which exchange areas that CLEC will choose or not choose to provide local telephone exchange service?*

Discussion:

SBC states that a CLEC that is certificated to provide local telephone exchange service in Missouri must interconnect to each appropriate SBC 911 selective router for those exchange areas where the CLEC provides local telephone service to ensure that the CLEC's end users can make 911 calls and reach the appropriate Public Service Answering Point ("PSAP"). All CLECs must obtain documentation and approval from the appropriate E-911 customers -- the PSAPs -- that have jurisdiction in the areas in which the CLEC's end users are located. This provision is contained in the M2A and should not be changed.¹ Before delivering emergency calls over the E-911 network, SBC and the CLEC must obtain the consent of the PSAP for the proper routing and delivery of calls from the CLEC's end users. Before the PSAP will accept such calls and authorize SBC to deliver such calls, the PSAP requires the CLEC to be authorized in the area it proposes to provide service. SBC's proposed language does nothing more than incorporate this procedure.

Charter states that it does not expect there to be any significant situations in which it is providing local telephone service but is not "authorized" to do so. As technology and regulatory rules evolve, however, it is easy to imagine situations in which there might

¹ Chapman Direct, pp. 90-91.

be a dispute about the scope of its authorization. Charter believes that the provision of 911 services is too important to the public interest to be held hostage to possible disputes about Charter's "authorization" to offer its services. For that reason, Charter believes that this provision should oblige SBC to provide the requisite 911-related functions wherever Charter is providing service.

Nothing in Charter's proposed language will affect SBC's ability to raise any concerns it may have about the status of Charter's authorization that might develop over time. But under no circumstances should SBC be permitted to refuse to provide 911-related functions with respect to areas where Charter is actually providing local telephone service.

The Coalition responds that CLECs want to ensure that each of their customers has the ability to place 911 calls to the appropriate PSAP. The Coalition further asserts that CLECs are not necessarily required to provide telephone exchange service in all areas served by a selective router. SBC's proposed language unnecessarily interjects certification issues and mandatory provision of service issues into this ICA.

SBC replies that its proposed language requires a CLEC to have proper authority to provide service before accessing the E-911 selective router and DMBS because, before delivering emergency calls over the E-911 network, SBC and the CLEC must obtain the consent of the PSAPs for the proper routing and delivery of calls from the CLEC's end users. Before the PSAP will accept such calls and authorize SBC to deliver them, the PSAP requires the CLEC to be authorized in the area where it proposes to provide service. All the CLEC must do is provide SBC with documentation showing that the CLEC has obtained such authorization from the appropriate 911 authority, which is the same process

currently contained in the M2A.² SBC contends that its proposed language will ensure that end users are not put at risk but will instead receive 911/E-911 service that meets the required standards.³

Decision:

The Arbitrator concludes that the process contained in the M2A should not be changed. The CLECs have shown no reason to make any change to the present process.

2. Are the terms “facilities” and “trunking” synonymous? Who must provide adequate trunking from the CLEC’s POI to SBC’s E-911 router?

Charter E-911 Issue 2(a): *Should Charter use the terms facilities and trunking as if they were synonymous?*

Charter E-911 Issue 2(b): *Is Charter responsible for providing adequate 911 trunking from its POI to the SBC E-911 selective router?*

Discussion:

SBC complains that Charter’s proposed language uses the terms “facilities” and “trunking” as if they were synonymous while, in fact, they are different terms with different meanings.⁴ SBC states further that SBC’s proposed language makes it clear that Charter is responsible for providing adequate 911 trunking because SBC does not provide the trunks on behalf of the CLEC from its POI to the SBC E-911 selective router. SBC would provide the facilities to the CLEC if the CLEC ordered them out of SBC Missouri’s access tariff.⁵

² *Id.* and Chapman Rebuttal, pp. 56-59.

³ Chapman Rebuttal, p. 58.

⁴ Hamiter Direct, pp. 35-37; McPhee Direct, p. 62.

⁵ McPhee Direct, p. 62.

Charter states, first, that it does not intend to treat fully appreciates the differences between the terms “facilities” and “trunking”; any confusion on that point arose from a drafting error. Charter’s new proposed language provides that Charter will use either its own facilities and trunking, or facilities and trunking obtained from SBC or a third party to transport 911 calls from each POI to the SBC selective router. Charter accepts its general responsibility for providing adequate 911 trunking.

Decision:

It is the parties’ positions that appear to be synonymous. The Arbitrator concludes that SBC’s language is preferable.

3. In light of TRO and TRRO, what obligations are incumbent upon the parties in regards to the provisioning of 911 service in connection with local switching?

CLEC Coalition E-911 Issue 2: *In light of TRO and TRRO, what obligations are incumbent upon the parties in regards to the provisioning of 911 service in connection with local switching?*

CLEC Coalition E-911 Issue 6: *In light of TRO and TRRO, what obligations are incumbent upon the parties in regards to the provisioning of 911 service in connection with local switching?*

Discussion:

SBC states that the CLEC Coalition’s proposed language, which continues to refer to the leasing of a stand-alone, unbundled switch port or UNE-P combinations, is inconsistent with federal law. In light of the *TRO* and *TRRO*, local circuit switching is no longer required to be provided on an unbundled basis. The CLEC Coalition may acquire switching capabilities from SBC by means outside of the Section 251 unbundling requirements and SBC is willing to discuss the provision of such services to the CLEC

Coalition. In view of the *TRRO*'s elimination of the mass market UNE switching unbundling obligation, the CLEC Coalition's language should be rejected.⁶

The Coalition's proposed language is in the current M2A and should remain therein absent a change in law or circumstances. The FCC is expected to issue its final rules soon. SBC's conclusions and proposed language are premature.

Decision:

The Arbitrator concludes that SBC is correct.

5. Should the terms, conditions and price of interconnection facilities be included in the ICA or should the ICA refer to SBC's access tariff?

CLEC Coalition E-911 Issue 3: *The language in the ITR addresses only 911 trunk interconnections. There is no language specific to 911 in the NIM.*

Discussion:

SBC states that its proposed language references its access tariff for the provision of facilities because the terms, conditions and pricing of transport facilities are set out and controlled by SBC's Commission-approved access tariff.

The Coalition responds that the ICA itself is a better place for the location of this information because tariffs are subject to change with little notice.

SBC replies that the CLEC Coalition's proposed language incorrectly mixes the concepts of facilities and trunking.⁷ Section 2.3.2 of the E-911 Attachment merely states that SBC will provide the facilities required to establish an interconnection to the SBC 911 selective routers "as specified in the State access tariff." The charges set out in Appendix 2

⁶ Silver Direct, pp. 64-65.

⁷ Hamiter Direct, pp. 35-37.

of the E-911 Attachment are not for the facilities because those are set out in the access tariff, but are instead for the E-911 trunks that ride the DS1 facilities.⁸

Decision:

The Arbitrator agrees with SBC for the reasons stated above.

6. Who should be responsible for correcting 911 database errors caused by SBC?

CLEC Coalition E-911 Issue 4: Under what circumstances is SBC Missouri required to correct errors in the service address of an end user customer?

Discussion:

The CLEC Coalition's proposed language imposes on SBC an obligation to identify and correct errors in the E-911 database that it claims may be caused by SBC. SBC objects that this provision is not operationally sound. SBC states that it will correct errors of which it is aware; however, when a CLEC is providing the end user switching, SBC lacks the information necessary to identify all errors.

The Coalition responds that SBC should be responsible for correcting errors that it causes. SBC provided no alternative language to define the circumstances under which it would identify or correct database errors. The Coalition believes that the database information should be monitored for any discrepancies and corrected as quickly as possible.

SBC, in turn, asserts that only when it is the end user switch provider does it know the physical address associated with the assigned telephone number. SBC uses that information to audit the accuracy of the 911 database records. However, when SBC is not providing the end user switching in conjunction with the loop, SBC does not have the

⁸ McPhee Direct, pp. 62-63.

information necessary to perform this type of check. In order to allow CLECs to perform the same type of auditing function that SBC performs when it is the end user's retail provider, SBC offers a report that CLECs can use to compare SBC's 911 database records for the requesting CLEC to the CLEC's own billing information.⁹

Decision:

The Coalition's proposed language does not make SBC responsible for correcting all errors, but only those that SBC causes. The Arbitrator concludes that the Coalition's language is preferable.

7. Should the ICA provide that the PSAP will have final authority over the CLEC's E-911 service configuration?

CLEC Coalition E-911 Issue 7: Should the E-911 customer grant final approval or denial of a CLEC's serving area description and E-911 interconnection details?

Discussion:

SBC states that its proposed language accurately reflects the authority of the PSAP over the services it is purchasing. E-911 service is provided for the use of the E-911 customer, the PSAP. It is therefore appropriate for the E-911 customer to grant final approval or denial of the service configuration specified on the CLEC serving area description and E-911 interconnection details.¹⁰

Decision:

The Arbitrator agrees with SBC.

9. Should the ICA require facility-based CLECs both to obtain authorization from the PSAP and to complete call-through testing where required by the PSAP?

⁹ Chapman Direct, pp. 89-90.

¹⁰ Chapman Direct, pp. 90-91; Chapman Rebuttal, pp. 56-59.

CLEC Coalition E-911 Issue 8: Should successful completion of 911 calls through testing to a PSAP within the jurisdiction of the E-911 customer constitute approval and authority to provide service in a local exchange area?

Discussion:

SBC states that the CLEC Coalition's proposed language attempts to substitute the successful completion of call testing for obtaining the requisite authorization from the PSAP and therefore improperly bypasses the role of the PSAPs in the administration of 911 service.

The Coalition responds that SBC's proposal, requiring E-911 customer signatures for acceptance, serves no useful purpose, adds roadblocks to entry by facilities-based competitors, and discriminates between facilities-based competitors and UNE-P or resale CLECs. The Coalition states that it has no objection to its obligation to cooperatively test trunks and facilities between the CLEC's network and SBC's and to ensure that such calls go all the through to the PSAP. Once that interface is working properly, SBC's selective routing responsibilities to deliver the 911 call from its tandem to the PSAP are no different for facilities-based providers than for other providers. Therefore, there should be no need for a sign-off by the PSAP for activity that is occurring between the CLEC and SBC. The CLEC has no relationship with the PSAP, because the routing of calls are determined by the PSAP and SBC. Further, this requirement of sign-off by a PSAP has been inappropriately used in other jurisdictions to attempt to get franchises or fees from CLECs, thereby frustrating CLECs' attempts to enter new markets. For this reason, this requirement has no place in an interconnection agreement between the CLEC and SBC.

SBC replies that not all E-911 customers require 911 call-through testing prior to approval of a CLEC's serving area description and E-911 interconnection details. SBC's

language makes it clear that, where such approvals are required, they must be obtained and documentation of such approval furnished to SBC. Given the unique public safety issues involved in providing 911 service, PSAP's have a proper role to play in the routing of calls and management of the system. SBC, as the operator of the 911 network, has the right to ensure that proper protocols are followed before calls are routed to a PSAP. The role of PSAPs in the administration of 911 service is critical to ensuring proper network management and public safety. Contrary to the CLEC Coalition's claim, this is not a mere issue of contractual privity.¹¹

Decision:

A facilities-based CLEC is not identical to a reselling CLEC. Both types of CLEC must obtain authorization from the PSAP. Facilities-based CLECs must also cooperate in call-through testing if the PSAP so requires.

¹¹ Chapman Direct, pp. 90-91; Chapman Rebuttal, pp. 56-59.