

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held May 20, 1999

Commissioners Present:

John M. Quain, Chairman
Robert K. Bloom, Vice Chairman
David W. Rolka
Nora Mead Brownell
Aaron Wilson, Jr.

Joint Petition For Relief Establishing
Uniformity for 9-1-1 Provisioning

M-00991217
P-00971203

FINAL ORDER

BEFORE THE COMMISSION:

History of the Proceedings

By Order entered February 17, 1999, at Docket No. P-00971203, we granted the Joint Petition For Relief Establishing Uniformity for 9-1-1 Provisioning filed by the Joint Petitioners, Bell Atlantic-Pennsylvania, Inc. (Bell), the City of Philadelphia (City), the Commission's Law Bureau Prosecutory Staff (Prosecutory Staff), the Pennsylvania Telephone Association (PTA), and Sprint Communications Company, L.P. (Sprint). *See* Docket No. P-00971203, *Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to Provision of Master Street Address Guides to Local Exchange Carriers.*¹

¹ The proceeding was before the Commission upon remand from the Commonwealth Court. *City of Philadelphia v. Pa. P.U.C.*, 702 A.2d 1139 (Pa. Cmwlth.

In an Order entered February 19, 1999 (Tentative Form), we proposed, consistent with the terms of the Settlement Agreement reached in the matter, to adopt certain tariff guidelines addressing municipal 9-1-1 systems, access to municipal 9-1-1 systems by competitive local exchange telecommunications carriers, and uniform statewide protocols related to municipal 9-1-1 systems. The Tentative Order was published in the *Pennsylvania Bulletin*, Vol. 29 *Pa.B.*, No. 12, p. 1576 (March 20, 1999). Comments to the Tentative Order were due twenty (20) days after publication. Reply comments were due ten (10) days after publication. The following parties filed comments to the Tentative Order: ALLTEL Pennsylvania, Inc. (ALLTEL), AT&T Communications of Pennsylvania, Inc. (AT&T), and the PTA. Reply Comments were received from the City.

The Commission also received letters from Allegheny Telephone (a coin phone provider and a reseller of inmate phone service), and Shared Communications Services, Inc. (a reseller of Sprint long distance telecommunications services in Pennsylvania) stating that they each determined that there was no need to respond to the E-9-1-1 Service Provider questionnaire attached as an appendix to the Tentative Order.

Also before the Commission for consideration is a March 4, 1999, Petition for Clarification (Clarification Petition) filed by the City also at Docket No. P-00971203. The City, *inter alia*, requests clarification that the “working group of stakeholders to be established will include all parties to the Settlement Agreement . . .” In the Clarification Petition, the City further expressed a concern that the purpose and scope of authority of the working group of stakeholders shall be explicitly stated as “implementation of the Settlement Agreement and Joint Petition, and shall not include development of procedures or protocols which are inconsistent with the Settlement Agreement and Joint Petition.” *See* Joint Petition, pp. 1-2.

1997). Upon remand, the parties to the proceeding submitted a Settlement Agreement to terminate the litigation.

On March 17, 1999, Bell filed an Answer to the Clarification Petition. Bell responds that “while BA-PA believes that the Commission’s Order as presently written does stand for the proposition requested by the City, it does not object to such clarification.” Bell agrees with the City’s position that during several stages of litigating the instant controversy involving the Master Street Address Guide (MSAG),² all interested parties had legal notice and an opportunity to participate. Thus, Bell concurs with the City that the results of the Settlement Agreement and Joint Petition should be binding on all service providers seeking 9-1-1 access in the City of Philadelphia and access to the MSAG for purposes of providing service in the City of Philadelphia. (Bell Answer, p. 2). The matter is now ripe for disposition.

Discussion

A. Summary of Comments

1. ALLTEL

ALLTEL’s first comment relates to Subsection “c” regarding, Conditions of the Proposed Service Providers E-9-1-1 Protocols.³ This sub-section pertains to the liability and indemnification provisions relative to 9-1-1 service.

² MSAGs are used in the provision of Enhanced 9-1-1 service and include the listing of all street names, house/building numbers, and address ranges in the 9-1-1 service areas, as well as routing information to the Public Safety Answering Point (PAP) locations, and the appropriate emergency service providers. They are typically maintained by the affected municipality and are used for the Automatic Location Identification function, which is a component of the Enhanced 9-1-1 service purchased by the municipality from the incumbent local exchange carrier.

ALLTEL comments that Act No. 78, Section 7019(c),⁴ governing immunity, states that “No telephone company, or agent or employee or director of a telephone company shall be liable to any person who uses the 911 emergency service established under this act: . . . for release . . . of information specified in this section that is not already part of the public records, including nonpublished telephone numbers; or for interruptions, omissions, defects, errors, mistakes or delays in transmission occurring in the course of rendering 911 emergency service . . .”⁵

Based on the foregoing language in Act No. 78, ALLTEL comments that the Settlement Agreement Protocol which relates to liability and indemnification is neither necessary nor proper. (ALLTEL Comments, p. 2).

ALLTEL also expresses a similar comment regarding E-9-1-1 Protocol, Section “d.” This guideline would require that each service provider fully state its insurance provisions, or those which prevent the need for insurance in whole or in part. (Comments at 2).

ALLTEL also commented upon section “e,” which states the following: “(e) (i) Each service provider’s 9-1-1 tariff provisions should state: (1) How the service provider will handle 9-1-1 service interruptions.” ALLTEL comments that this information is also requested in Appendix B, item 7, and is, therefore, redundant. ALLTEL further comments that this information is not properly contained in a tariff. (Comments, p. 3).

³ The Settlement Agreement protocols were attached as Appendix “A” to the Tentative Order and the E-9-1-1 Questionnaire as Appendix “B.” The protocols will variously be referred to as “Guidelines” or “Protocols.”

⁴ See Act 78, Act of July 9, 1990, P.L. 340, No. 78, 35 P.S. §§7011-7921 (Public Safety Emergency Telephone Act).

⁵ This provision goes on to exclude willful and wanton misconduct of the telephone company, or its agents, employees or directors from this protection.

ALLTEL does not have any criticism of E-9-1-1 Protocol, Section (e)(ii), that the service provider will agree not to use the municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service to its customers. (Comments, p. 3).

ALLTEL next comments that it disagrees with the following guideline:

(e) (iii) That the service provider shall not modify or create any derivative of the municipality's MSAG, except that one (1) copy may be made for archival purposes only.

ALLTEL does not agree with the above-cited, tariff guideline. ALLTEL states that it uses the information in the MSAG in its frontware for error correction and validation of street and community names and customer records. (Comments, p. 3).

ALLTEL further opposes the E-9-1-1 Protocol Section (e)(iv), which obligates the service provider to install the MSAG in "read only" format on one computer network and its back up, unless the provider obtains permission to modify the format to make it compatible with the service provider's software system. ALLTEL observes that "read only" is not easily used with the existing design of the 911 system and processes. Therefore, comments ALLTEL, it must be permitted to modify the MSAG format as required by its system. (Comments, p. 4). As an example, ALLTEL notes that it may be required to reorder the data fields (not data content) based on the fact that MSAG formats do not always follow recognized standards. Further, ALLTEL backs up all data as it does with any essential system. *Id.*

ALLTEL's comments with regard to the obligation to use a "read only" format for MSAG also apply to its opposition to Section (e)(v). This guideline would require the service provider to agree not to modify the content of the municipality's MSAG.

Finally, ALLTEL indicates that it does not oppose E-9-1-1 Protocol, Section (e)(vi), which prohibits the service provider from selling, leasing, licensing, renting, loaning, providing, or transferring the MSAG to any other person without the express written authorization of the municipality's 9-1-1 Coordinator. (Comments, p. 4).

2. AT&T Comments

AT&T initially comments that as a general matter, the February 19, 1999 Order is a reasonable first step towards the development of a uniform set of standards and rules governing MSAG access and tariffs. AT&T observes that to the extent some uniformity of approach replaces the "patchwork" of municipal ordinances, the proposed rules may effect a significant reduction in the transactional costs of entry for multi-area competitive local exchange carriers and reduce administrative burdens of compliance for all carriers. (AT&T Comments, p. 1).

AT&T does, however, note that certain clarifications or modifications should be considered to fully achieve the objectives of the parties in this matter.

First, AT&T comments that the Tentative Order envisions that issues between the service provider and the municipality will be resolved through negotiations. However, the Order does not provide for any dispute resolution. Therefore, AT&T suggests that the Commission should modify the Tentative Order to provide for resolution of such disputes through an expedited dispute resolution process, such as those used with interconnection arbitrations under the Telecommunications Act of 1996, 47 U.S.C. §251, et seq. (AT&T Comments, pp. 1-2).

Next, AT&T states that the Order also requires carriers to submit a "Service Provider E-9-1-1 Questionnaire" to facilitate the exchange of information necessary for proper E-911 provisioning. And, one of the factors requiring the submission of these reports is a

“significant” change in the carrier’s network. AT&T states that the text of the Order sets forth examples of these changes, i.e. the installation of a new switch, or the adoption of SS7 signaling. However, AT&T observes that the Order does not fully define the term “significant.” Therefore, it is requested that the Order should be amended to define as completely as possible, the significant changes that would implicate the need for updating the questionnaire. (Comments, p. 2).

Additionally, AT&T notes that there is a requirement that the questionnaire be submitted quarterly when certain changes occur. For example, changes in the network monitoring manager, manager in charge of trouble reporting, the Automatic Location Identification (ALI) look-up manager, and the contact person for the municipality, would come within this requirement. While acknowledging that the information is important, AT&T comments that the Order provides no reason why these changes, standing alone, warrant quarterly reporting. (Comments, p. 2). The more appropriate course, states AT&T, is to require submission of an updated questionnaire at the time, and only when, this information changes. *Id.*

Finally, AT&T comments that there does not appear to be any provision in the Order that municipality updates to the MSAG (adding new street names, or changing address ranges) be made. This is critical information to the service providers’ ability to meet E-911 obligations. Therefore, AT&T requests that the Order be amended to specifically clarify the procedures to be followed for release of MSAG updates or revisions. (Comments, p. 3).

3. PTA Comments

The PTA filed comments limited to Guideline “e” and to Paragraph (4) of the Service Provider E-9-1-1 Protocols (Appendix A).

The PTA first comments regarding Protocol e.iii. That provision states that the service provider shall not modify or create any derivative of the MSAG, except for one copy to be made for archival purposes. The PTA points out that, in addition to the MSAG being used for live 9-1-1 calls, service providers create “mirror images” of the MSAG. The mirror image is used by the service provider for such things as database reconciliation, address verification for new connections of service, and planning for service to new housing developments. (PTA Comments, pp. 2-3). The PTA explains that the use of the MSAG for these functions allows service providers to ensure that name and address information provided to the municipality is accurate and fits within the MSAG format. Additionally, the mirror image is used to allow the municipality to update the MSAG on an ongoing basis. Thus, comments the PTA, Protocol e.iii prevents the service providers’ use of the MSAG for purposes such as the mirror image. The PTA proposes that this guideline be revised to read as follows:

“that the service provider shall not modify or create any derivative of the municipality’s MSAG, **without the permission of the municipality**, except that one (1) copy may be made for archival purposes only.” (additions in bold).

The PTA, similar to ALLTEL, also commented upon guideline e.iv. As noted, this guideline requires the service provider to install the MSAG in “read only” format. The PTA would request that the guideline be amended to permit installation of the MSAG in “read/write” format. (Comments at 3). This is requested so that the service provider can make modifications to the MSAG, at the municipality’s request, or can make changes to the MSAG as required by software modifications -- with permission from the municipality. The PTA argues that the “read only” format requirement would necessitate system modifications on the part of both the service providers and the municipalities, and would eliminate the ability to update the MSAG on an ongoing basis. *Id.*

The PTA also requests that Protocol Section e.v., which prohibits the service provider from making any modifications to the content of the municipality’s MSAG, be revised

to state “. . .the service provider agrees not to modify the content of the municipality’s MSAG, **without the permission of the municipality.**” The basis of the PTA’s comments regarding this proposed amendment is that service providers are often requested to make changes to the MSAG by the municipality and sometimes make changes to the format of the MSAG so that information contained in the provider’s database can be coordinated or reconciled with the information contained in the MSAG. (PTA Comments at 4). The PTA represents that these format changes or additions do not modify the original content of the MSAG, but merely enhance the service provider’s ability to use the MSAG information in conjunction with the information contained in the provider’s database. Therefore, the PTA requests that this guideline be amended as noted, above.

The PTA’s final comment is directed to Paragraph (4) of the Service Provider E-9-1-1 Protocols (Appendix A to the Tentative Order). After satisfactory answers to the E-9-1-1 Questionnaire have been completed, this provision explains that a Public Safety Answering Point (PSAP)⁶ representative will contact the service provider within ten (10) business days. This is for the purpose of conducting testing according to PSAP conditions. The PSAP testing conditions change from day to day and from hour to hour. Thus, Paragraph (4) provides that “[a]ny testing canceled by the county/municipality will be rescheduled at the earliest available date. Service provider[s] must provide at least seven (7) business days prior notice to the PSAP representative upon any cancellation of testing by a service provider, or upon any request for additional testing.” *See* PTA Comments, p. 4.

The PTA is of the opinion that the municipality should also be required to give at least seven (7) business days notice prior to the cancellation of any testing, except in extraordinary circumstances. Based on the foregoing, the PTA asks that the third sentence of

⁶ Act No. 78 defines a public safety answering point as the first point at which calls from emergency assistance from individuals are answered, operating 24 hours a day. *See City of Phila. v. Pa.PUC, supra.*

Paragraph (4) of the E-9-1-1 Protocol be changed to read: **These conditions change from day to day and hour to hour, therefore, all testing is subject to cancellation. The PSAP, however, shall give the service provider seven (7) business days notice prior to such cancellation.**

4. City Reply Comments

The Commission's files indicate that only the City filed responsive comments.⁷

(a) Response to ALLTEL

The City explains that it is both necessary and proper for each service provider's tariff to fully state its liability and indemnification provisions relative to E-9-1-1 service. The City clarifies that ALLTEL's citation to the immunity provision of Act No. 78, Section 7019(c), is misplaced. The City states that Section 7019(c) does not address the liability of competitive local exchange carriers or non-9-1-1 service providers with respect to municipalities. (City Response, p. 1). Neither does Section 7019(c) address possible liability with respect to the use or misuse of the MSAG itself. The City points out that telecommunications companies which are permitted access to the MSAG are providing access to 9-1-1 services, but are not themselves, "rendering 9-1-1 emergency service" pursuant to Act No. 78.

Based on the foregoing, the City insists that the liability and indemnification provision contained in the proposed E-9-1-1 Protocol is necessary to protect municipalities from claims arising out of the use or misuse of the MSAG by local exchange carriers. (Response, p. 2).

The City further endorses the language in the E-9-1-1 Protocols that requires each service provider's tariff to fully state its insurance provisions or those provisions which eliminate the need for insurance in whole or in part. Again, the City notes that the section of Act

⁷ The City's responsive comments do not specifically identify the PTA original comments. Those replies to ALLTEL are, for the most part, appropriate for consideration of the City's position regarding the PTA.

No. 78 on which ALLTEL relies as furnishing a limited immunity, in fact does not provide such protection. (Response, p. 2).

The City also responds to ALLTEL's comments regarding service interruptions. The City believes it is appropriate to include tariff provisions stating how 9-1-1 service interruptions will be handled. Such interruptions affect the ability of public safety agencies to respond to emergency calls. Thus, argues the City, the need for service providers to commit themselves to specific procedures for dealing with service interruptions as a part of their tariff is not obviated merely because there are also questions included in the questionnaire that deal with trouble reporting procedures. (Response, p. 2). Based on the foregoing, the City advises that it is not unreasonable or burdensome for local exchange carriers to explain in their tariffs how they will maintain the reliability of 9-1-1 service. *Id.*

In further response, the City strongly opposes ALLTEL's suggestion that service providers should be entitled to modify or create any derivative of the MSAG. The City takes the position that the ability of public safety agencies to respond to emergency calls depends upon the accuracy of the MSAG. It also reminds the parties that a critical issue which has led to litigation involving the MSAG, was the need for municipalities to ensure the integrity of the MSAG. Thus, the City argues that the only entity that should control the MSAG is the municipality that owns it. (Response at 3). If service providers are permitted to manipulate and revise the MSAG at will, effective municipal oversight will be compromised argues the City. This will, in the City's view, jeopardize public safety. (Response, p. 3).

The City further responds to ALLTEL's specific example of how it would use the information in the MSAG in its frontware for error correction and validation of street and community names and customer records. The City states:

In addition, to allow local exchange carriers to modify the MSAG or put it to non-public safety uses opens the way for

commercial exploitation of the MSAG. The MSAG is created and maintained at the expense of the municipality, and no use other than for 9-1-1 access should be permitted without the express authorization of the municipality. ALLTEL states that information in the MSAG is used “in its frontware, for error correction and validation of street and community names and customer records.” Although it is unclear what ALLTEL means by “frontware,” use of the MSAG for a review of data in its billing records or other commercial uses is an improper use of the MSAG. The only legitimate use of the MSAG is to provide access to 9-1-1 services, absent specific authorization from the municipality which created it and has an overriding public safety interest in ensuring its integrity.

(Response, p. 3).

The City also resists ALLTEL’s suggestion that the MSAG be provided in some format other than “read only.” This provision is vital in order to maintain the integrity and accuracy of the MSAG database asserts the City. (Response, p. 3). As the owner of the MSAG and the provider of emergency service, it is the responsibility and commitment of the municipality to ensure that it is accurate. Thus, the City states that many different entities must have access to the MSAG in order to provide 9-1-1 services. If each is permitted to modify and manipulate the database for its own internal purposes and unmonitored by any central agency, errors and corruptions of the electronic data are inevitable. (Response, p. 4). The City argues that this fact would degrade the municipality’s ability to respond quickly and accurately to calls for emergency service and would place the public at risk. *Id.*

Based on the foregoing, the City views the “read only” format requirement as essential.

(b) Response to Comments of AT&T

The City responds to AT&T's query regarding the propriety of quarterly updates when the service provider makes certain significant changes in the carrier's network. The City agrees that the best course of action is immediate notification of such changes, but notes that the Tentative Order states that in the event of such changes, the service provider is to give such information to the municipality **no less than** quarterly. *See* Response, p. 4. Consequently, this provision ensures that if there are changes in the carrier's critical contact personnel, the municipality will be notified at least quarterly. The City views this guideline as furnishing an important measure of protection that should be maintained. (Response, p. 5).

B. Disposition

1. Liability and Indemnity Provisions

On consideration of the liability and indemnity provisions of the E-9-1-1-Protocol (Section c), we shall not direct an amendment. We conclude that the City has the better view. ALLTEL's references to similar language in Act No. 78 pertaining to a limited immunity for entities rendering 9-1-1 service does not specifically address the potential liability of municipalities from claims arising out of the use of the MSAG by local exchange carriers.

2. Statement of Insurance Coverage

We also acknowledge that the City's position with regard to the insurance provisions of the service provider's tariff, (Section d), should not be modified for the same reasons as discussed with reference to Guideline c.

3. Statement of Policy on Service Interruptions

ALLTEL's comment regarding service interruptions is primarily based on alleged redundancy. E-91-1- Protocol, Section e.1 states:

Each service provider's 9-1-1 tariff provisions will state:

- 1) how the service provider will handle 9-1-1 service interruptions

The Service Provider E-9-1-1 Questionnaire provides as follows:

7. Provide a trouble reporting procedure. _____
 - A. Is there a dedicated trouble reporting center? _____
 1. What is the location of the center? _____
 2. provide a 24x7 number for trouble reporting. _____
 3. Who is the center's manager? _____
 - a. Name/address/phone number of manager? _____

 - b. Can the manager be reached 24x7? How? _____

On review, we observe that there may be redundancy. However, this redundancy is, in our view, minimal. The questionnaire provides a more detailed synopsis for the service provider to follow for purposes of its trouble reporting procedures. This level of detail may, but is not required, to be included in the tariff. Therefore, we will not direct a modification of the E-9-1-1 Protocol provision. We conclude that responding to both is not unduly burdensome or repetitious.

4. Modifications and Derivatives of the MSAG

The City adamantly opposes any suggestion that service providers should be entitled to modify or create any derivative of the municipality's MSAG. The City's major objection lies in the potential for the corruption of the data and the resulting impairment of public safety and, also, the potential use of the MSAG for non-public safety purposes. At this time, and based upon our review of the extensive litigation history of this matter, we shall not require a modification of the proposed E-9-1-1 Protocol. The Commission notes that the City, however, has not expressly foreclosed the possibility that there may be conditions or circumstances under which it would permit a modification or derivative of the MSAG. ALLTEL has cited certain circumstances involving "frontware," error correction and validation of street and community names and customer records as a basis for creating a derivative of the MSAG -- with the

permission of the municipality. The PTA similarly cites its preference to create what it terms a “mirror image” of the MSAG for such things as database reconciliation, address verification for new connections of service, and planning for service to new housing developments.⁸ While these examples of the uses for which a derivative MSAG may not entirely relate to public safety uses - and the City is opposed to any such use - certain other uses could, when implemented in cooperation with the municipality, enhance the accuracy and effectiveness of the MSAG. This could especially be the case with regard to new housing developments and new connections of service. Further, mere format changes which do not, in themselves alter the content should be liberally granted by the municipality. We shall, in the context of resolving the instant matter, refer these concerns for consideration by the working group of stakeholders.

We would request that the working group of stakeholders established in our February 17, 1999 Order at the “P” docket, consider those circumstances and conditions under which the municipality would permit the modification and/or creation of a derivative of the MSAG. The necessity for mere formal changes which do not alter the content should also be considered. We expressly clarify our agreement with the City’s position, however, (this is a position with which all commenting parties do not disagree), that it is the municipality which owns the MSAG and has the public safety responsibility for its proper use.

5. Read Only Format for MSAG

For reasons substantially similar to the above discussion, we will not require the modification of the E-9-1-1 Protocol to be accessible in a format other than “read only.” The PTA has properly noted that there could be a mutual benefit to the municipality and the service providers were the format changed to “read/write.” That is, updates to the MSAG could be

⁸ Protocol e.iv appears to provide a mechanism for the service provider to obtain permission from the municipality to modify the format to make the MSAG compatible with the service provider’s software system.

made on an ongoing basis at potentially reduced administrative costs to each. *See* PTA Comments, p. 3. However, at this time, we will maintain the E-9-1-1 Protocol as proposed. We shall direct that the working group of stakeholders further consider the propriety of accessing the MSAG on a “read/write” basis.⁹

6. Reporting of Changes in Management

On consideration of the response of the City to those comments of AT&T, we conclude that the reporting requirement is not unduly burdensome. The City’s observation, with which we agree, is that “significant” changes in the service provider’s critical contact personnel will be submitted no less than quarterly. We do acknowledge AT&T’s concern that the types of changes in a service provider’s network which are “significant” could be further developed. This is not to say that any definition will be all-encompassing. However, we would request the working group of stakeholders to further refine those changes in the network which would fall within the definition of “significant.” At present, the overall requirement to file quarterly updates does address the municipality’s concern for prompt notification with the service providers’ contact personnel.

7. Dispute Resolution Procedures

AT&T notes that the Tentative Order envisions that issues between the service provider and the municipality will be resolved through negotiations, but did not provide dispute resolution procedures in the event the parties fail to achieve a negotiated resolution. *See* AT&T Comments at 1. AT&T also suggests that we establish expedited, “E-9-1-1” specific procedures for resolving matters between the service provider and municipality similar to what

⁹ We also note that the MSAG, although owned by the municipality, was created by Bell as the incumbent local exchange carrier. As competition progresses, this function could conceivably be performed by an alternative service provider.

was accomplished with interconnection arbitration. *See In re: Implementation of the Telecommunications Act of 1996*, Docket No. M-00960799 (Order entered June 3, 1996).

On consideration of the comments of AT&T, we conclude that in the first instance, Mediation procedures conducted pursuant to Section 69.395 of the Alternative Dispute Resolution Guidelines of the Commission, 52 Pa. Code §69.395, provide a sufficient administrative forum for the prompt consideration of issues arising between the service provider and the municipality. This Commission notes that E-9-1-1 Protocol, Section a, states, in pertinent part, that “[t]he county/municipality and the service provider will work together to resolve the issues in a mutually agreeable manner.” Thus, the service provider and municipality would have expressed a willingness to resolve disputes amicably. This Commission does not suggest, however, that all issues can or will be resolved amicably. We shall, therefore, request the working group to consider any additional procedures and make any such further recommendations concerning this matter.

8. Notification to Service Providers of Updates

AT&T requested that the Tentative Order be amended to clarify the procedures to be followed for release of MSAG updates or revisions. This concern is well-taken. At such time as quarterly updates are furnished by the service providers, we see no reason why the municipality should not also provide notification to the service provider of any updates or revisions to the MSAG. This would enhance the overall public safety effectiveness of the MSAG. Consequently, although we will not require modification of the E-9-1-1 Protocol guidelines as filed, we will include in this Final Opinion and Order that the municipality should exercise a good faith obligation to notify the service provider of updates to the MSAG no less than quarterly.¹⁰

9. Notification of Test Cancellation

As noted from the PTA Comments, it took the position that the municipality should also be required to give at least seven (7) business days notice prior to the cancellation of any testing, except in extraordinary circumstances. (PTA Comments at 5). Similar to our discussion of the good faith obligation to notify the service provider of updates to the MSAG, we will also not require modification of the E-9-1-1 Protocol guidelines as filed, but will include in this Final Opinion and Order that the municipality (the PSAP) should exercise a good faith obligation to notify the service provider of cancellations in scheduled testing. For consistency, this should also be done at least seven (7) business days prior to the cancellation, unless extraordinary circumstances make this unreasonable.

C. City Request for Clarification

The Clarification Petition of the City is granted to the extent consistent with this Opinion and Order. For purposes of E-9-1-1 service in the City of Philadelphia, we agree that all interested parties had notice and an opportunity to participate in the matter. Therefore, the Settlement Agreement which was reached among the parties and approved at the “P” docket is binding upon those signatories. Therefore, we would anticipate that the working group of stakeholders will not provide recommendations which are inconsistent with those obligations agreed to by the parties to the Settlement Agreement. Consequently, the City’s concern that the procedures and protocols agreed to by the parties and signatories to the Joint Settlement Agreement be complied with by entities dealing directly with the City of Philadelphia. *See* Clarification Petition, p. 2.

¹⁰ The E-9-1-1 Protocol discusses a triennial evaluation for certification and re-certification purposes. The notification of updates and changes is in addition to this occurrence.

We shall not, however, define the purpose and scope of authority of the working group of stakeholders as limited to implementation of the Settlement Agreement and Joint Petition. Ordering Paragraph No. 4 of our February 17, 1999 Order provided:

4. That the Office of Executive Director is directed to establish and convene a working group of stakeholders to address the issue [MSAG] on a generic basis.

Therefore, while the City's participation in the working group is essential, and the working group should respect the terms of the Settlement Agreement in fashioning any proposed recommendations to this Commission, consideration of issues pertaining to MSAG on a generic basis may involve broader concerns than those reflected in the Settlement Agreement. As a result, the City is free to voluntarily consider the implication of the generic evolution of MSAG issues, (which are complex), as they are developed by the working group.

Based on the foregoing, the Clarification Petition is granted only to the extent consistent with our discussion.

Conclusion

Based on the foregoing, the Tentative Order is made Final, subject to the discussion contained in the instant Opinion and Order. All resolutions and discussions in said Tentative Order are incorporated by reference; **THEREFORE,**

IT IS ORDERED:

1. That the Tentative Order entered February 19, 1999, at Docket No. M-00991217, is made Final, subject to, and as modified by, the discussion contained in the instant Opinion and Order.

2. That the municipality which adopts the instant E-9-1-1 Protocols shall further exercise a good faith obligation to give notice to the service provider of updates to the MSAG at such time as quarterly updates of significant changes to the service provider's system are received.

3. That the municipality which adopts the instant E-9-1-1 Protocols shall further exercise a good faith obligation to give seven (7) business days notice to the service provider of cancellations in the scheduled testing of the E-9-1-1 systems, unless extraordinary circumstances make this unreasonable.

4. That the Comments of the parties are accepted or rejected consistent with the discussion contained in this Opinion and Order.

5. That the working group of stakeholders established in our Order entered February 17, 1999, at Docket No. P-00971203, shall consider the issues raised in the instant Opinion and Order for such recommendations as that group deems necessary.

6. That the Petition for Clarification filed by the City of Philadelphia is granted consistent with the discussion contained in this Opinion and Order.

7. That the record in this matter shall be marked closed.

BY THE COMMISSION

James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: May 21, 1999

ORDER ENTERED: