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October 6, 2015

By Messenger

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Submission of Contract Pursuant to 47 U.S.C. § 211 and 47 C.F.R. § 43.51

Dear Ms. Dortch:

Pursuant to § 211 (a) of the Communications Act of 1934, as amended, and § 43.51 of the Commission's rules, AT&T hereby files an amendment to the agreement between AT&T and Peninsula Fiber Network, LLC. The amendment will add the Lower Peninsula of Michigan to the agreement in the state of Michigan. If you have any questions, please do not hesitate to contact me at (202) 457-2040.

Sincerely,

/s/ William Roughton
General Attorney
AT&T Services, Inc.

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

PENINSULA FIBER NETWORK, LLC

Signature: eSigned - David McCartneySignature: eSigned - Kristen E. ShoreName: eSigned - David McCartney
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: General Manager
(Print or Type)Title: Executive Director-Regulatory
(Print or Type)Date: 14 Aug 2015Date: 14 Aug 2015

Peninsula Fiber Network, LLC

Michigan Bell Telephone Company d/b/a AT&T
MICHIGAN by AT&T Services, Inc., its authorized
agent

Description	ACNA Code(s)
ACNA(s)	PFJ

**AMENDMENT TO THE COMMERCIAL AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
PENINSULA FIBER NETWORK, LLC**

This Amendment (the "Amendment") amends the Commercial Agreement dated January 22, 2014 ("Agreement") by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T MICHIGAN") and Peninsula Fiber Network, LLC ("CARRIER" or "PFN"). AT&T MICHIGAN and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the geographic scope of the Agreement, as set forth in § 1.5 thereof, is limited to the Upper Peninsula of Michigan; and

WHEREAS, PFN has elected, pursuant to § 1.5 of the Agreement, to expand the geographic scope of the Agreement to add governing authorities in the Lower Peninsula of Michigan;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1.0 Replace Sections 1.1 and 1.2 of the General Terms and Conditions with the following language.

- 1.1 This Agreement sets forth the rates, terms and conditions under which the Parties agree to route and transport 911/E911 traffic in those territories where PFN is a Designated 9-1-1 Service Provider or a Secondary Selective Routing Provider as defined in Section 2 of Attachment 2 of this Agreement PFN, having been issued a license pursuant to the Michigan Public Service Commission's June 15, 2006 Order in MPSC Case No. U-14829 and April 25, 2013 Order in Case No. U-17194 to provide local and intrastate interexchange telecommunications serves as a CLEC in Michigan, and while the Parties reserve their right to argue otherwise in future proceedings as discussed below, they have agreed to treat this as a carrier-to-carrier commercial agreement rather than subject to the obligations of 47 USC § 251 (c). Nothing in this Agreement shall constitute an admission by either Party as to the question regarding the applicability of Section 251(a) or 251(c) to the traffic exchanged. Each Party reserves all rights to contend in other fora that Sections 251(a) and/or 251(c) does or does not apply to any traffic exchanged.
- 1.2 The functions, products and/or services available under this Agreement are set forth in the following Attachments (which are hereby attached and incorporated herein), and are subject to the provisions of this Agreement. All of the provisions in this Agreement (including all Attachments, appendices, exhibits, schedules, and addenda hereto) are integrally related and non-severable. In the event of any inconsistency or conflict between these General Terms and Conditions and an Attachment, the Attachment shall control but only to the extent of such inconsistency or conflict.

1.2.1 ATTACHMENT

Attachment 01: Peninsula Fiber Network, LLC ("PFN") E9-1-1 or its functional equivalent or successor
Attachment 02: E91-1 or its Functional Equivalent of Successor for the Lower Peninsula of Michigan

2.0 Replace Section 1.5 of the General Terms and Conditions with the following language.

- 1.5 This Agreement is applicable to and binding upon both Parties within the Service Area in the State of Michigan.

3.0 Add Attachment 02: E9-1-1 or its Functional Equivalent of Successor For the Lower Peninsula of Michigan attached hereto as Exhibit A.

4.0 Delete Section 4.0 REUSE OF FACILITIES from the General Terms and Conditions in its entirety, and replace with "INTENTIONALLY LEFT BLANK".

5.0 Add the following language to Section 8.1 of the General Terms and Conditions of the Agreement.

- 8.1 Each Party will abide by any applicable federal and state laws and regulations in obtaining 911/E911 Customer authorization prior to changing an 911/E911 Customer's provider of services and/or products made available through use of the functions, services, and/or products provided under this Agreement and in assuming responsibility for any charges that may apply.

6.0 Replace Section 14.0 of the General Terms and Conditions with the following language.

- 14.1 Notices given by PFN to **AT&T MICHIGAN** under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

14.1.1 delivered by electronic mail (email).

14.1.2 delivered by facsimile.

- 14.2 Notices given by **AT&T MICHIGAN** to the PFN under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

14.2.1 delivered by electronic mail (email) provided PFN has provided such information in Section 14.4 below.

14.2.2 delivered by facsimile provided PFN has provided such information in Section 14.4 below.

- 14.3 Notices will be deemed given as of the earliest of:

14.3.1 the date of actual receipt;

14.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent;

14.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone;

- 14.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	PFN CONTACT
NAME/TITLE	David McCartney, General Manager
STREET ADDRESS	1901 West Ridge Street, Suite #2
CITY, STATE, ZIP CODE	Marquette, MI 49849
PHONE NUMBER*	(906) 226-2010
FACSIMILE NUMBER	(906) 226-7102
EMAIL ADDRESS	gm@pfnlc.net

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on

	AT&T's CLEC Online website
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*Informational only and not to be considered as an official notice vehicle under this Section.

14.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 14.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

7.0 Add the following language to Section 16.1.1 of the General Terms and Conditions of the Agreement.

16.1.1 For avoidance of doubt, the telecommunications carrier providing service to the End User is responsible for collecting and remitting applicable 911 surcharges or fees from its respective End Users directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity.

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

9.0 This Amendment shall not be filed with the Michigan Public Service Commission or E911 authorities in Michigan, but in the event a Party ("Disclosing Party") is requested, required or ordered by a state regulatory body or a court of competent jurisdiction finds, that this Agreement should be filed, or that such Amendment should be submitted to a state regulatory body for review or approval, or should a regulatory body or court of competent jurisdiction find that its provisions should be tariffed pursuant to applicable law or regulation, the Disclosing Party must provide the other Party ("Receiving Party") with written notice of such requirement as soon as possible and the Receiving Party shall cooperate with the Disclosing Party in expeditiously complying with any such request, order or finding.

10.0 The effective date of this Amendment shall be ten (10) Business Days after both Parties' final authorizing signatures have been affixed to this Amendment.

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

EXHIBIT A

ATTACHMENT 02: E911 or its Functional Equivalent or Successor

For the Lower Peninsula of Michigan

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1.0 INTRODUCTION

- 1.1 This Attachment provides **AT&T MICHIGAN** with access to the applicable 911 or its functional equivalent or successor, (commonly known as NG911) services and provide Interconnection and Call Routing for purposes of 911 call completion to Public Safety Answering Point (PSAPs), where PFN is the Designated 911 Service Provider in the Lower Peninsula of Michigan.

2.0 AT&T MICHIGAN RESPONSIBILITIES WHERE PFN IS THE DESIGNATED 911 SERVICE PROVIDER

2.1 Call Routing

- 2.1.1 **AT&T MICHIGAN** will transport its End Users' 911 calls to two (2) PFN POI(s) on PFN's network within the Lower Peninsula in all jurisdictions where PFN is the Designated 911 Service Provider and **AT&T MICHIGAN** has End Users. Parties agree to follow NENA Best Practices regarding route diversity. Diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. **AT&T MICHIGAN** is responsible for initiating trunking and facility orders for primary and diverse routes for 911 interconnection.

- 2.1.2 Notwithstanding Section 2.1.1, where a Wire Center serves End Users both within and outside of PFN's E911 Service Area ("split Wire Center"), **AT&T MICHIGAN** shall work cooperatively with PFN and the affected 911/E911 Customer(s) to establish call routing and/or call handoff arrangements. The primary Selective Routing Provider shall be responsible for direct trunking from the split Wire Center. The primary Selective Routing Provider will be the E911 Service provider that serves the PSAP(s) serving the majority Number of Access Lines (NALs) served by the split Wire Center, unless mutually agreed to otherwise. The secondary Selective Routing Provider receiving calls handed off from the primary Selective Routing Provider will be the Selective Routing provider serving the minority NALs served by the split Wire Center, unless mutually agreed otherwise.

2.2 Database

- 2.2.1 Within ten (10) Business days after having received a confirmation of the authorization to transfer the End User 911 records and a mutually agreeable format and process has been reached, **AT&T MICHIGAN** shall be responsible for providing **AT&T MICHIGAN**'s End User 911 records at no charge to PFN for inclusion in PFN's DBMS on a timely basis.

- 2.2.2 **AT&T MICHIGAN** shall provide at no charge initial and ongoing updates of **AT&T MICHIGAN**'s End User 911 records that are MSAG-valid in the electronic format established by PFN. PFN will provide view access capability to **AT&T MICHIGAN** to the MSAG and **AT&T MICHIGAN**'s End User 911 records.

- 2.2.3 **AT&T MICHIGAN** shall adopt use of the appropriate Company ID on all End User 911 records in accordance with NENA recommended standards.

- 2.2.4 **AT&T MICHIGAN** is responsible for providing PFN updates at no charge to the E911 DBMS. In addition, **AT&T MICHIGAN** is responsible for correcting any errors that may occur during the entry of such data into the PFN 911 DBMS.

- 2.2.4.1 **AT&T MICHIGAN** shall process at no charge errors associated with **AT&T MICHIGAN**'s End User 911 records.

- 2.2.5 **AT&T MICHIGAN** shall process at no charge No Record Found provided by PFN associated with **AT&T MICHIGAN**'s End User 911 records.

- 2.2.6 **AT&T MICHIGAN** shall process PSAP inquiries associated with **AT&T MICHIGAN**'s End User 911 records.

3.0 PFN RESPONSIBILITIES WHERE PFN IS DESIGNATED 911 SERVICE PROVIDER

- 3.1 PFN shall provide and maintain such equipment at the PFN E 911 Selective Router and the DBMS as is necessary to provide to **AT&T MICHIGAN** E 911 Emergency Services at parity with that of PFN and other providers of telecommunication services. PFN shall provide **AT&T MICHIGAN** access to PFN's 911 System as described in this Section.
- 3.2 Call Routing
 - 3.2.1 PFN will route 911 calls from the PFN 911 Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
 - 3.2.2 PFN will forward the calling party number (ANI) it receives from **AT&T MICHIGAN** and the associated 911 Address Location Identification (ALI), if available, to the PSAP for display. If no ANI is forwarded by **AT&T MICHIGAN**, PFN will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by **AT&T MICHIGAN**, but no ALI record is found in the 911 DBMS, PFN will report this "No Record Found" condition to **AT&T MICHIGAN**, in accordance with NENA recommended standards.
- 3.3 Facilities and Trunking
 - 3.3.1 PFN shall provide and maintain sufficient dedicated 911 Selective Router Trunks from PFN's 911 Selective Router to the PSAP of the 911-E911 Customer, according to the provisions of the appropriate PFN tariff, filed with the Michigan Public Service Commission and documented specifications of the E911 Customer.
 - 3.3.2 PFN will, if requested, provide facilities to interconnect **AT&T MICHIGAN** to the PFN E911 Selective Router, as specified in the applicable PFN special access tariff. Additionally, when diverse facilities are requested by **AT&T MICHIGAN**, PFN will provide such diversity where technically feasible, as specified in the applicable PFN special access tariff, which shall be no greater than the rates in AT&T's special access tariff.
- 3.4 Database
 - 3.4.1 Where PFN manages the 911 Database, PFN shall provide **AT&T MICHIGAN**, access to update the PFN 911 Database at no additional charge to store **AT&T MICHIGAN**'s End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of **AT&T MICHIGAN**'s End Users). **AT&T MICHIGAN** or its representative(s) is responsible for electronically providing End User 911 Records and updating this information in a mutually agreeable format.
 - 3.4.2 Where PFN manages the 911 Database, PFN shall coordinate access to the PFN DBMS, at no additional charge, for the initial loading and updating of **AT&T MICHIGAN** End User 911 Records, by **AT&T MICHIGAN** or its representative.
 - 3.4.3 Where PFN manages the 911 Database, PFN's 911 Service DBMS shall accept, at no additional charge, electronically transmitted files based upon a mutually agreed upon format and in compliance with NENA recommended schedule. Manual (i.e., facsimile) submission of End User 911 records shall be utilized only in the event that the DBMS is not functioning properly.
 - 3.4.4 Where PFN manages the 911 Database, PFN shall provide an initial MSAG load and monthly updates to **AT&T MICHIGAN**, or its representative(s), at no charge, for use in submitting MSAG valid End User record information to PFN's DBMS. The Parties may mutually agree to a more frequent update in compliance with NENA recommended schedule. **AT&T MICHIGAN**, or its representative(s), shall be responsible for accepting and maintaining the daily MSAG updates from PFN using a process and in a format agreed to by the Parties.
 - 3.4.5 Where PFN manages the 911 Database, PFN shall provide error details, based upon a mutually agreeable format and process in compliance with NENA recommended format and process, to **AT&T MICHIGAN**, or its representative(s), at no charge, for errors associated with

AT&T MICHIGAN's End User 911 Records.

- 3.4.6 Where PFN manages the 911 Database, PFN shall provide an extract to **AT&T MICHIGAN**, or its representative(s), of **AT&T MICHIGAN's** End User 911 Records, as requested, at no charge up to once per quarter.
- 3.4.7 PFN, or its representative(s), shall process PSAP inquiries associated with **AT&T MICHIGAN's** End User 911 Records.

4.0 AT&T MICHIGAN RESPONSIBILITIES WHERE AT&T MICHIGAN IS THE DESIGNATED 911/E911 SERVICE PROVIDER

- 4.1 **AT&T MICHIGAN** shall provide and maintain such equipment at the **AT&T MICHIGAN** E911 Selective Router and the DBMS as is necessary to provide to PFN E911 Emergency Services at parity with that of **AT&T MICHIGAN** and other providers of telecommunication services. **AT&T MICHIGAN** shall provide PFN access to the **AT&T MICHIGAN** 911 System as described in this Section.
- 4.2 Call Routing
 - 4.2.1 **AT&T MICHIGAN** will route 911 calls from the **AT&T MICHIGAN** E911 Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
 - 4.2.2 **AT&T MICHIGAN** will forward the calling party number (ANI) it receives from PFN and the associated 911 Address Location Identification (ALI), if available, to the PSAP for display. If no ANI is forwarded by PFN, **AT&T MICHIGAN** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by PFN, but no ALI record is found in the E911 DBMS, **AT&T MICHIGAN** will report this "No Record Found" condition to PFN, in accordance with NENA recommended standards.
- 4.3 Facilities and Trunking
 - 4.3.1 **AT&T MICHIGAN** shall provide and maintain sufficient dedicated E911 Selective Router Trunks from the **AT&T MICHIGAN** E911 Selective Router to the PSAP of the 911/E911 Customer, according to provisions of the appropriate **AT&T MICHIGAN** Commission-approved tariff and documented specifications of the E911 Customer.
 - 4.3.2 **AT&T MICHIGAN** will, if requested, provide facilities to interconnect PFN to the **AT&T MICHIGAN** E911 Selective Router, as specified in the applicable **AT&T MICHIGAN** special access tariff. Additionally, when diverse facilities are requested by PFN, **AT&T MICHIGAN** will provide such diversity where technically feasible, as specified in the applicable **AT&T MICHIGAN** special access tariff.
- 4.4 Database
 - 4.4.1 Where **AT&T MICHIGAN** is designated by the E911 Customer to manage the E911 Database, **AT&T MICHIGAN** shall provide PFN access to the **AT&T MICHIGAN** E911 DBMS, at no charge, to store PFN's End User 911 records (e.g., the name, address, and associated telephone number(s) for each of PFN's End Users). PFN is responsible for electronically providing End User 911 records and updating this information in a mutually agreeable format.
 - 4.4.2 Where **AT&T MICHIGAN** manages the E911 database, **AT&T MICHIGAN** shall coordinate access to the **AT&T MICHIGAN** DBMS, at no charge, for PFN's initial loading and updating of PFN's End User 911 records by PFN or its representatives.
 - 4.4.3 Where **AT&T MICHIGAN** manages the E911 database, **AT&T MICHIGAN's** E911 DBMS shall accept, at no additional charge, electronically transmitted files that are based upon a mutually

agreed upon format and in compliance with NENA recommended schedule. Manual (i.e., facsimile) submission shall be utilized only in the event that the DBMS is not functioning properly.

- 4.4.4 Where **AT&T MICHIGAN** manages the E911 database, **AT&T MICHIGAN** shall provide an initial MSAG load and monthly updates to PFN, or its representative, at no charge, for use in submitting MSAG valid End User record information to **AT&T MICHIGAN**'s DBMS for those E911 Selective Routers where PFN has End Users. The Parties may mutually agree to a more frequent update in compliance with NENA recommended schedule. PFN, or its representative(s) shall be responsible for accepting and maintaining the daily MSAG updates from **AT&T MICHIGAN** using a process and format agreed to by the Parties. **AT&T MICHIGAN** will make updates available as frequently as provided by the current **AT&T MICHIGAN** system.
- 4.4.5 Where **AT&T MICHIGAN** manages the E911 database, **AT&T MICHIGAN** shall provide error details, based upon a mutually agreeable format and process in compliance with NENA recommended format and process, to PFN, at no charge, for errors associated with PFN's End User 911 records.
- 4.4.6 Where **AT&T MICHIGAN** manages the E911 database, **AT&T MICHIGAN** shall provide an extract, based upon a mutually agreeable format and process, to PFN, or its representative(s), of PFN's End User 911 records, as requested, at no charge, once per quarter.
- 4.4.7 **ATT MICHIGAN**, or its representative(s), shall process PSAP inquiries associated with PFN's End User 911 records.

5.0 PFN RESPONSIBILITIES WHERE AT&T MICHIGAN IS THE DESIGNATED 911/E911 SERVICE PROVIDER

5.1 Call Routing

- 5.1.1 PFN will transport 911 calls to each negotiated POI on the **AT&T MICHIGAN** network within the LATA where the 911/E911 Customer is located. **AT&T MICHIGAN** shall transport PFN 911 calls from the POI to the **AT&T MICHIGAN** Selective Router. PFN may utilize its own facilities or the facilities of another carrier.
 - 5.1.1.1 Notwithstanding Section 5.1.1, where a Wire Center serves End Users both within and outside of the **AT&T MICHIGAN** E911 Service area ("split Wire Center"), PFN shall work cooperatively with **AT&T MICHIGAN** and the affected 911/E911 Customer(s) to establish call routing and/or call handoff arrangements. The primary Selective Routing Provider shall be responsible for direct trunking from the split Wire Center. The primary Selective Routing Provider will be the E911 Service provider that serves the PSAP(s) serving the majority Number of Access Lines (NALs) served by the split Wire Center, unless mutually agreed to otherwise. The secondary Selective Routing Provider receiving calls handed off from the primary Selective Routing Provider will be the Selective Routing provider serving the minority NALs served by the split Wire Center, unless mutually agreed otherwise.
- 5.1.2 PFN will forward the 911 caller's ANI information to the **AT&T MICHIGAN** E911 Selective Router.

5.2 Facilities and Trunking

- 5.2.1 PFN acknowledges that End Users in a Wire Center may be served by different E911 Selective Routers.
- 5.2.2 PFN shall obtain (from **AT&T MICHIGAN**) a minimum of two (2) one-way outgoing E911 Trunks dedicated for originating 911 emergency service calls to each **AT&T MICHIGAN** E911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

- 5.2.2.1 PFN is responsible for providing a separate E911 Trunk group for each county or other geographic area that PFN serves if the 911/E911 Customer for such county or geographic area has a specified varying default routing condition. Where MF signaling is used and PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA.
- 5.2.2.2 PFN shall segregate wireless traffic on separate E911 Trunk groups following the same requirements outlined in Sections 5.2.3 and 5.2.3.1.
- 5.2.3 PFN shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the PFN switch and the **AT&T MICHIGAN** E911 Selective Router.
- 5.2.4 PFN shall order via ASR sufficient trunking to route PFN's originating 911 calls to the designated **AT&T MICHIGAN** E911 Selective Router. If diverse, i.e., separate 911 Trunk facility routes are required by the 911/E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. PFN is responsible for initiating trunking orders and providing facilities for diverse routes for 911 interconnection.
- 5.2.5 PFN is responsible for determining the proper quantity of one-way trunks from its switch(es) to interconnect with the **AT&T MICHIGAN** E911 Selective Router. PFN is responsible for determining the proper quantity of facilities from its switch(es) to the PFN POI(s) within PFN's network within the LATA of the Selective Router that serves the End User.
- 5.2.5 PFN shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by applicable law.
- 5.2.7 PFN shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If PFN's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, PFN shall order additional 911 Trunks for interconnection with **AT&T MICHIGAN**.
- 5.2.8 PFN is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems on PFN's side of the POI. PFN is responsible for advising **AT&T MICHIGAN** of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying **AT&T MICHIGAN** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T MICHIGAN** will refer network troubles to PFN if no defect is found in **AT&T MICHIGAN**'s 911 network. The Parties agree that 911 network problems will be managed expeditiously, and the Parties will work cooperatively until problems are resolved.
- 5.3 Database
 - 5.3.1 Within ten (10) Business days after having received a confirmation of the authorization to transfer the End User 911 records and a mutually agreeable format and process has been reached, PFN shall be responsible for providing PFN's End User 911 records at no charge to **AT&T MICHIGAN** for inclusion in **AT&T MICHIGAN**'s DBMS on a timely basis.
 - 5.3.2 PFN shall provide at no charge initial and ongoing updates of PFN's End User 911 records that are MSAG-valid in the electronic format established by **AT&T MICHIGAN**. **AT&T MICHIGAN** will provide view access capability to PFN to the MSAG and PFN's End User 911 records.
 - 5.3.3 PFN shall adopt use of the appropriate Company ID on all End User 911 records in accordance with NENA recommended standards.

- 5.3.4 PFN is responsible for providing **AT&T MICHIGAN** updates at no charge to the E911 DBMS. In addition, PFN is responsible for correcting any errors that may occur during the entry of such data into the **AT&T MICHIGAN** 911 DBMS.
 - 5.3.4.1 PFN shall process at no charge errors associated with PFN's End User 911 records.
- 5.3.5 PFN shall process at no charge No Record Finds provided by **AT&T MICHIGAN**, associated with PFN's End User 911 records.
- 5.3.6 PFN shall process PSAP inquiries associated with PFN's End User 911 records.

6.0 RESPONSIBILITIES OF BOTH PARTIES

- 6.1 Both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls to the designated 911 Selective Router(s).
 - 6.1.1 **AT&T MICHIGAN** and PFN will cooperate to promptly test all trunks and facilities between their network(s) and Selective Router(s) and will not pass live traffic until successful testing is completed by both Parties.
- 6.2 Inter-Selective Routing Trunks
 - 6.2.1 Where PFN is the E911 Service Provider for a 911/E911 Customer that is contiguous to an **AT&T MICHIGAN** 911/E911 Customer, PFN and **AT&T MICHIGAN** may deploy Inter-Selective Router Trunking using one-way trunk configurations with SS7 signaling that will allow transfers between PSAPs subtending **AT&T MICHIGAN** E911 Selective Routers and PSAPs subtending PFN Selective Routers, upon terms and conditions that will be mutually agreed upon by all of the affected parties (including PSAPs) in writing. PFN will be responsible for deploying and maintaining one-way trunks from PFN's E911 routing network for PSAP call transfers from PFN subtending PSAPs to **AT&T MICHIGAN** subtending PSAPs. **AT&T MICHIGAN** will be responsible for deploying and maintaining one-way trunks from the **AT&T MICHIGAN** Selective Router for PSAP call transfers from the **AT&T MICHIGAN** subtending PSAPs to PFN subtending PSAPs. Two-way trunking may be used, if agreed by both Parties.
 - 6.2.1.1 Configuration of Inter-Selective Router Trunk groups shall be designed to support the existing E911 generic of the **AT&T MICHIGAN** E911 Selective Router tandem. **AT&T MICHIGAN** will notify PFN of any upgrades to the **AT&T MICHIGAN** E911 generic in the Selective Router.
 - 6.2.1.2 The Parties will have a sufficient number of Inter-Selective Router Trunks to support simultaneous Inter-Selective Router tandem PSAP call transfers such that a P.01 grade of service is attained.
 - 6.2.1.3 Where technically feasible, each Party will establish and maintain appropriate Selective Routing Trunk routing translations as necessary to support inter Selective Router tandem E911 PSAP call transfer capability requested by the 911/E911 Customer.
 - 6.2.1.4 Each Party will cooperate to provide the appropriate number of one-way outgoing 911 Selective Router Trunks over diversely routed facilities, where available, between Selective Routers to enable transfer of 911 calls between PSAPs served by PFN's E911 routing network and PSAPs served by **AT&T MICHIGAN**'s E911 routing network.
 - 6.2.1.5 The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer.
 - 6.2.1.6 Each Party will be responsible for alarming and monitoring its respective originating E911 Inter-Selective Routing Trunks. Each Party shall notify the other of any service

outages on its respective Inter-Selective Routing Trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.

6.3 Interoperability Arrangements

6.3.1 To the extent both the 911/E911 Customer for which **AT&T MICHIGAN** is the Designated 911/E911 Service Provider and the 911/E911 Customer for which PFN is the Designated 911/E911 Service Provider request in writing that PFN and **AT&T MICHIGAN**, respectively, implement processes to support call transfer with ALI for wireless 911 and nomadic VoIP 911 service calls, PFN and **AT&T MICHIGAN** shall work cooperatively to have wireless carriers and nomadic VoIP service providers load pANI shell records into their respective ALI Databases. PFN and **AT&T MICHIGAN** shall update their ALI steering tables in their respective ALI Databases to support 911/E-911 Service call transfers between each Party's respective PSAP with ALI for wireless 911 and nomadic VoIP 911 service calls.

6.3.2 To the extent both the 911/E911 Customer for which **AT&T MICHIGAN** is the Designated 911/E911 Service Provider and the 911/E911 Customer for which PFN is the Designated 911/E911 Service Provider request in writing that PFN and **AT&T MICHIGAN**, respectively, implement wireline 911/E911 Service call transfer capability with ALI retrieval, PFN and **AT&T MICHIGAN** shall work cooperatively to implement the capability to transfer wireline 911/E911 Service calls between their respective PSAPs over Inter-Selective Router trunks and to enable the receiving PSAP to retrieve the 911/E911 caller's ALI record information.

6.4 ALI Database Responsibilities

6.4.1 Where PFN has been designated the 911 Service Provider for a 911 Customer contiguous to an **AT&T MICHIGAN** 911 Customer, and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer with ALI for wireless 911 and nomadic VoIP service calls, each Party shall load pANI Shell Records and update ALI steering tables in their respective ALI databases to support PSAP-to-PSAP call transfer with ALI for wireless 911 and nomadic VoIP 911 service calls.

6.4.2 Where PFN has been designated the 911 Service Provider for a 911 Customer contiguous to an **AT&T MICHIGAN** 911 Customer, and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer the Parties shall work cooperatively to establish methods and procedures to support PSAP-to-PSAP call transfer with ALI for 911 calls.

7.0 METHODS AND PRACTICES

7.1 With respect to all matters covered by this Agreement, each Party will comply with all of the following to the extent that they apply to access to 911 services: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of the Party's Commission filed tariff(s), and (iv) the principles expressed in the recommended standards published by NENA.

8.0 BASIS OF COMPENSATION

8.1 **AT&T MICHIGAN** may establish POIs at any mutually agreeable point by purchasing facilities (at the rate identified in Section 8.2 below) out of PFN's applicable tariff; providing its own facilities/trunks; or by leasing facilities/trunks from a third party. Currently, the mutually agreed upon POIs that **AT&T MICHIGAN** may choose to deliver 911 traffic to PFN are:

8.1.3 At PFN's transport equipment in **AT&T MICHIGAN**'s Grand Rapids Michigan CO, GDRPMIBLH2H

8.1.4 At PFN's transport equipment in **AT&T MICHIGAN**'s Midland Michigan CO, MDLDMIMNH28

- 8.2 Upon AT&T MICHIGAN's request to interconnect using PFN's facilities/trunks at AT&T MICHIGAN's CO in Grand Rapids or Midland, the rates for DS1 service (plus any cross connect charge billed PFN by AT&T) from PFN's Point of Interconnect in AT&T MICHIGAN's CO in Grand Rapids Michigan (GDRPMIBLH2H) or AT&T MICHIGAN's CO in Midland (MDLDMIMNH28) to either PFN TDM Gateways to PFN's ESRP serving the Lower Peninsula are as follows:

Per DS1	MRC	NRC
1 year	\$525	\$500
3 year	\$400	\$300
5 year	\$350	\$275

- 8.3 911 Selective Router / ESRP Interconnection

	MRC	NRC
Analog Channel Interface (Per DS0)	\$19.81	\$496.18

9.0 CONTINGENCY

- 9.1 The terms and conditions of this Appendix represent a negotiated plan between the Parties for providing access to 911 and E911 Databases, and for providing trunking and call routing for purposes of 911 call delivery to PSAP customer(s).