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August 21, 2000

The Honorable Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
301 West High Street, Floor 5A
Jefferson City, Missouri 65101

FILED²

AUG 21 2000

Missouri Public
Service Commission

Re: Case No. TC-2000-767

Dear Judge Roberts:

Enclosed for filing with the Commission in the above-referenced case is an original and eight copies of Southwestern Bell Telephone Company's Answer to Complainant's Amended Complaint.

Please stamp "Filed" on the extra copy and return the copy to me in the enclosed self-addressed, stamped envelope.

Thank you for bringing this matter to the attention of the Commission.

Very truly yours,

Mimi B. MacDonald /tm

Mimi B. MacDonald

Enclosure

cc: Attorneys of Record

BEFORE THE PUBLIC SERVICE COMMISSION
FOR THE STATE OF MISSOURI

FILED²

AUG 21 2000

Missouri Public
Service Commission

Stone County Emergency Services,)
)
Complainant,)
)
v.)
)
GTE Midwest Incorporated and)
Southwestern Bell Telephone Company,)
)
Respondents.)

Case No.: TC-2000-767

SOUTHWESTERN BELL TELEPHONE COMPANY'S
ANSWER TO COMPLAINANT'S AMENDED COMPLAINT

COMES NOW Southwestern Bell Telephone Company ("SWBT") and, for its Answer to Complainant's Amended Complaint, states as follows:

1. SWBT admits that Stone County Emergency Services is located at 105 StoneBridge Parkway, Reeds Spring, Missouri 65737. However, SWBT is without sufficient knowledge or information upon which to form a belief as to the truth or veracity of whether Stone County Emergency Services is a duly constituted political subdivision located in Stone County, Missouri, and, therefore, denies this allegation.

2. SWBT admits the allegations that are contained in paragraph 1 of Complainant's Complaint.

3. SWBT is without sufficient knowledge or information upon which to form a belief as to the truth or veracity of whether GTE has failed and/or is failing to provide 911 services to certain customers of GTE in Stone County, Missouri, and, therefore denies this allegation. SWBT denies that it either has failed and/or is failing to provide 911 service to certain customers of GTE in Stone County, Missouri because SWBT does not serve "customers

of GTE in Stone County, Missouri.” Finally, SWBT denies that it is failing to provide 911 service to its customers in Stone County, Missouri.

4. SWBT is without sufficient knowledge or information upon which to form a belief as to the truth or veracity of whether GTE has erroneously collected taxes for 911 services for other counties from citizens who reside in Stone County, Missouri. SWBT admits that it collected taxes from a limited number of citizens who reside in Stone County, Missouri, and that the sums erroneously collected were given to other counties in error.

5. SWBT denies any and all allegations contained in paragraph 2(c) of Complainant’s Complaint.

6. SWBT denies any and all allegations contained in paragraph 2(d) of Complainant’s Complaint.

7. SWBT is without sufficient knowledge or information upon which to form a belief as to the truth or veracity of any and all of the allegations contained in paragraph 3 in its entirety, including without limiting the generality of the foregoing, subpart 3(a) of Complainant’s Amended Complaint, and, therefore, denies any and all allegations contained in paragraph 3.

Affirmative Defenses

1. For further answer and affirmative defense, SWBT states that it is up to the various counties to determine whether a specific customer resides within its boundaries. SWBT merely serves as a collection agency for the counties with regard to 9-1-1 taxes.

2. For further answer and affirmative defense, SWBT states that various counties, including Stone County, recently met to determine whether specific customers reside within their boundaries. SWBT believes that the counties have resolved this issue so that once this information is provided to SWBT, it will properly collect 9-1-1 taxes for each county that has

requested SWBT to do so. Moreover, if: (a) any customer contacts SWBT and advises SWBT that he/she resides in Stone County; and (b) Stone County verifies that the customer resides in Stone County; SWBT will reimburse the customer for any 9-1-1 taxes that have been erroneously collected.

3. For further answer and affirmative defense, SWBT states that to its knowledge it has made all changes to its database that Stone County has requested when Stone County has supplied SWBT with all necessary information to make a database change. It not only is Stone County's obligation to provide street address and PSAP routing information for each central office area included in the E9-1-1 service area prior to establishment of service, it is also Stone County's obligation to continue to verify the accuracy of the routing information contained in the master address file and to advise SWBT of any changes that need to be made in the routing information. Section 28.2.15 of SWBT's General Exchange Tariff provides in pertinent part:

The E-9-1-1 customer is responsible for identifying the unique combinations of police, fire, and ambulance, or any other appropriate agencies' jurisdiction in the E9-1-1 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Telephone Company. The customer will associate these ESNs with street address ranges in the E9-1-1 serving area. These ESNs will be carried in the E9-1-1 Database to route E9-1-1 calls to the primary and secondary PSAPs with responsibility to handle the emergency telephone calls originating for each telephone in the E9-1-1 serving area.

The customer's responsibility for providing this information is as follows:

- A. The customer will provide street address and PSAP routing information for each central office area included in the E9-1-1 service area prior to establishment of service.
- B. Initial and subsequent ESN assignments by street name, address range and area, or other mutually agreed upon routing criteria shall be furnished by the customer to the Telephone Company on forms supplied by the Telephone Company for that purpose, at a mutually agreed upon time prior to the effective date of the implementation of the initial service, or if the initial service has already been established, at a mutually agreed upon time prior to implementation of subsequent ESN assignments.

C. After establishment of service, it is the customer's responsibility to continue to verify the accuracy of routing information contained in the master address file and to advise the Telephone Company of any changes that need to be made in the routing information by reason of changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing or abandonment of street, changes in police, fire, ambulance or other applicable agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities and any other matter that will affect the routing of E9-1-1 calls to the proper PSAP.

1. Changes, deletions and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis.
2. The Telephone Company will furnish a written copy to the customer for verification showing each change, deletion and addition to master address file.

D. The Telephone Company will provide, at the request of the customer, a complete written copy of the master address file for the purpose of the customer verifying the accuracy of the police, fire and ambulance PSAP routing designations. Information concerning nonpublished telephone customer numbers shall be treated as confidential (pursuant to Paragraph 28.2.12). Information pertaining to the name, address and telephone number of nonpublished telephone customers shall be treated as confidential, pursuant to Paragraph 28.2.12.

(See Section 28.2.15 of SWBT's General Exchange Tariff).

4. For further answer and affirmative defense, SWBT states that:

9-1-1 Service is provided solely for the benefit of the 9-1-1 customer; and the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any Telephone Company obligation toward or any right of action on behalf of, any third person or other legal entity.

(See Section 28.2.11(A) of SWBT's General Exchange Tariff).

5. For further answer and affirmative defense, SWBT states that:

The rates charged for 9-1-1 Service do not contemplate, and the Telephone Company does not undertake inspection or constant monitoring to discover errors, defects, and malfunctions in the service. The customer shall have the responsibility of discovering errors, defects, and malfunctions, and assumes the

duty of, and will make such 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 Telephone Company in the event the system is not functioning properly.

(See Section 28.2.11(C) of SWBT's General Exchange Tariff).

6. For further answer and affirmative defense, SWBT states that:

The Telephone Company shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures or malfunctions of 9-1-1 Service provided by the Telephone Company, including any and all equipment and data processing systems associated therewith, until such time as the Telephone Company has received notice of such errors, interruptions, defects, failures, or malfunctions and has had a reasonable time for correction thereof. Damages arising out of such errors, interruptions, defects, failures, or malfunctions after the Telephone Company has been so notified and had a reasonable time for correction hereof, shall in no event exceed an amount equivalent to the charges paid for the 9-1-1 Service affected for the period following notice from the customer until service is restored.

(See Section 28.2.11(d) of SWBT's General Exchange Tariff).

WHEREFORE, having fully answered Complainant's Amended Complaint, SWBT prays that this Commission dismisses this Amended Complaint, award respondent SWBT its costs, expenses, and attorney's fees in responding to this Complaint, and grant such other relief as the Commission deems just and proper.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY

By Mimi B. MacDonald / tm

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CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by fax and first-class, postage prepaid, U.S. Mail on August 21, 2000.

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Mimi B. MacDonald

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