



Telecom Notice of Consultation CRTC 2009-6

Ottawa, 8 January 2009

Call for comments on a proposed model tariff for the 9-1-1 emergency response service offered by competitive local exchange carriers

File number: 8661-C12-200900094I; 8740-M59-200812299 and 8740-R28-200813982

Introduction

1. On 10 September 2008, MTS Allstream Inc. (MTS Allstream) filed Tariff Notice 659, in which the company proposed to amalgamate its six existing provincial 9-1-1 Emergency Response Service (ERS) tariffs into a single tariff that would apply in all areas where it operates as a competitive local exchange carrier (CLEC). On 16 October 2008, Rogers Cable Communications Inc. (RCCI) filed Tariff Notice 12, in which it also proposed a single tariff for 9-1-1 ERS that would apply to all areas in which it operates.
2. In its submission, MTS Allstream indicated that since CLECs' roles and responsibilities are the same in each province where 9-1-1 ERS is offered, each of its six tariffs contain essentially the same content. It submitted that this duplication has resulted in inefficient administration and use of resources by both the company and the Commission.
3. In Telecom Decision 97-8, the Commission established entry obligations for CLECs which included, among other things, the requirement to provide 9-1-1 service. In order to provide this service, CLECs were required either to enter into an agreement with the municipality or other government authority¹ where the 9-1-1 service was to be provided, or to file a tariff with the Commission for approval. These options were recently reaffirmed by the Commission in Telecom Decision 2008-72.
4. Between 1998 and 2001, the Commission approved standard-form 9-1-1 CLEC-municipality agreements for the provinces of Alberta, British Columbia, Ontario, and Quebec, which were developed by the CRTC Interconnection Steering Committee Intercarrier Operations Group. These agreements outline the roles and responsibilities of each party regarding the provision of 9-1-1 ERS by CLECs.
5. Since the development of these standard-form agreements, some CLECs have chosen to execute 9-1-1 CLEC-municipality agreements, while others have filed tariffs for Commission approval. CLECs choosing to file 9-1-1 ERS tariffs have filed separate tariffs for each province in which they operate.
6. The Commission notes that no standard-form tariff currently exists.

¹ In the areas where 9-1-1 service is operated by a provincial government, CLECs have entered into agreements with the applicable provincial government.

7. The Commission considers that since several CLECs offer 9-1-1 ERS in more than one province, creating a single tariff that covers all provinces would ease the administrative burden of both the CLECs and the Commission and would help ensure that reliable 9-1-1 ERS is provided consistently across the country.
8. Consequently, the Commission has developed a proposed 9-1-1 ERS model tariff for CLECs based in part on MTS Allstream's proposed amalgamated tariff. The proposed model tariff may be found in Appendix 1 of this Notice of Consultation.

Call for comments

9. The Commission invites parties to comment, with supporting rationale, on the following questions:
 - I. Is it appropriate to have a single 9-1-1 ERS model tariff for CLECs?
 - II. If so, should modifications be made to the content of the proposed tariff?

Consideration of tariff notices suspended

10. In light of this proceeding, the Commission is suspending its consideration of MTS Allstream's Tariff Notice 659, and RCCI's Tariff Notice 12. The Commission intends to address these tariff notices once this proceeding has concluded.

Procedure

11. All local exchange carriers are made parties to this proceeding. These parties are listed in Appendix 2.
12. Other parties interested in participating in this proceeding (including receiving copies of all submissions) must notify the Commission of their intention to do so by filling out the online form; or by writing to the Secretary General, CRTC, Ottawa, Ontario, K1A 0N2; or by faxing to: 819-994-0218 by **30 January 2009** (the registration date). Parties are to provide their email address, where available. If parties do not have access to the Internet, they are to indicate in their notice whether they wish to receive disk versions of hard-copy filings.
13. The Commission will post on its website, as soon as possible after the registration date, a complete list of interested parties and their mailing addresses (including their email addresses, if available), identifying those parties who wish to receive disk versions.
14. Any party who wishes merely to file written comments in this proceeding, without receiving copies of the various submissions, may do so by writing to the Commission by **9 February 2009** at the address or fax number noted above, or by filling out the online form.
15. All parties may file with the Commission, serving copies on all other parties, comments with regard to the above-noted issues by **9 February 2009**.

16. All parties may file with the Commission, serving copies on all other parties, reply comments by **19 February 2009**.
17. The Commission expects to issue a decision on the issues raised in this Notice of Consultation within 120 days after the record closes.
18. The Commission will not formally acknowledge comments. It will, however, fully consider all comments and they will form part of the public record of the proceeding.
19. Where a document is to be filed or served by a specific date, the document must be actually received, not merely sent, by that date.
20. Parties may file their submissions electronically or on paper. Submissions longer than five pages should include a summary.
21. Electronic submissions should be in HTML format. As an alternative, those making submissions may use "Microsoft Word" for text and "Microsoft Excel" for spreadsheets.
22. Each paragraph of all submissions should be numbered. In addition, the line *****End of document***** should be entered following the last paragraph. This will help the Commission verify that the document has not been damaged during electronic transmission.
23. The Commission also encourages parties to monitor the record of this proceeding (and/or the Commission's website) for additional information that they may find useful when preparing their submissions.

Important notice

24. Note that all information that you provide as part of this public process, except information granted confidentiality, whether sent by postal mail, facsimile, email or through the Commission's website at www.crtc.gc.ca, becomes part of a publicly accessible file and will be posted on the Commission's website. This information includes your personal information, such as your full name, email address, postal/street address, telephone and facsimile number(s), and any other personal information you provide.
25. The personal information you provide will be used and may be disclosed for the purpose for which the information was obtained or compiled by the Commission, or for a use consistent with that purpose.
26. Documents received electronically or otherwise will be posted on the Commission's website in their entirety exactly as you send them, including any personal information contained therein, in the official language and format in which they are received. Documents not received electronically will be available in PDF format.

27. Please note that the information you provide to the Commission as part of this public process is entered into an unsearchable database dedicated to this specific public process. This database is accessible only from the webpage of this particular public process. As a result, a general search of our website with the help of either our own search engine or a third-party search engine will not provide access to the information which was provided as part of this public process.

Location of CRTC offices

28. Submissions may be examined or will be made available promptly upon request at the Commission offices during normal business hours:

Toll-free telephone: 1-877-249-2782

Toll-free TDD: 1-877-909-2782

Central Building

Les Terrasses de la Chaudière

1 Promenade du Portage, Room 206

Gatineau, Quebec J8X 4B1

Tel.: 819-997-2429

Fax: 819-994-0218

Metropolitan Place

99 Wyse Road, Suite 1410

Dartmouth, Nova Scotia B3A 4S5

Tel.: 902-426-7997

Fax: 902-426-2721

205 Viger Avenue West, Suite 504

Montréal, Quebec H2Z 1G2

Tel.: 514-283-6607

55 St. Clair Avenue East, Suite 624

Toronto, Ontario M4T 1M2

Tel.: 416-952-9096

Kensington Building

275 Portage Avenue, Suite 1810

Winnipeg, Manitoba R3B 2B3

Tel.: 204-983-6306 – TDD: 204-983-8274

Fax: 204-983-6317

Cornwall Professional Building

2125 – 11th Avenue, Suite 103

Regina, Saskatchewan S4P 3X3

Tel.: 306-780-3422

10405 Jasper Avenue, Suite 520
Edmonton, Alberta T5J 3N4
Tel.: 780-495-3224

580 Hornby Street, Suite 530
Vancouver, British Columbia V6C 3B6
Tel.: 604-666-2111 – TDD: 604-666-0778
Fax: 604-666-8322

Secretary General

Related documents

- *Regulatory Policy - Review of the regulatory requirement for CLEC-municipality agreements for the provision of 9-1-1 service*, Telecom Decision CRTC 2008-72, 11 August 2008.
- *Local competition*, Telecom Decision CRTC 97-8, 1 May 1997.

This document is available in alternative format upon request, and may also be examined in PDF format or in HTML at the following Internet site: <http://www.crtc.gc.ca>

ITEM 503 9-1-1 Emergency Response Service (ERS)

1. Definitions

1.1 For the purposes of this tariff, the following terms have the meanings as defined below:

9-1-1 database is the database operated by the 9-1-1 service provider that contains street names, addresses, routing codes, and other data required for the management of selective routing and transfer, ALI, and ANI.

9-1-1 service provider is the incumbent local exchange carrier (ILEC) that provides a 9-1-1 service to the local authority pursuant to a tariff and/or agreement. The 9-1-1 service provider's tariff and/or agreement makes access to 9-1-1 emergency calling available to the ILEC's end-user subscribers located within the serving area.

ALI or automatic location identification is a database feature that displays to call answer centres and emergency response agencies address/location data with respect to the telephone line from which the 9-1-1 call originates.

ANI or automatic number identification is a database feature that displays the telephone number from which the 9-1-1 call originates.

Call answer centre is a communications facility that is responsible for redirecting or transferring emergency calls to ERAs. The call answer centre, which is open 24 hours a day, 365 days a year, is the first point of reception for all 9-1-1 calls in its serving area (sometimes referred to as the public safety answering point or PSAP).

Call control is a set of features that allow the 9-1-1 operator to maintain control of the 9-1-1 call regardless of calling-party action.

CRTC or Commission is the Canadian Radio-television and Telecommunications Commission.

End-user subscriber is the ultimate purchaser of telecommunications services provided on a retail basis by a telecommunications service provider.

ERA or emergency response agency is the communication centre to which emergency calls are transferred from a call answer centre. ERAs normally refer to the fire, police, and ambulance agencies responsible for dispatching emergency personnel.

ESZ or emergency service zone is the geographic area served by an ERA.

Exchange service is any local telecommunications service offered by the competitive local exchange carrier (CLEC) to its end-user subscribers under the terms of a tariff and/or agreement.

Local authority is a municipality, provincial government, or any other authority responsible for operating the call answer centre.

Local subscriber is a CLEC end-user subscriber located within the local authority's boundaries who subscribes to any of the CLEC's exchange services.

SAG or street address guide means the databases that contain street names, address ranges, routing codes (if provided), and other data required for the management of ALI, ANI, and selective routing and transfer.

Serving area is the area from which 9-1-1 calls will be directed to a particular call answer centre as determined by the local authority.

2. Service Description

- 2.1 9-1-1 emergency response service (9-1-1 ERS) is provided under the terms of this tariff to the CLEC's end-user subscribers who are connected to the CLEC's network by any of the CLEC's exchange services. The provision of this service is subject to the availability of suitable facilities. This service provides for the transport of 9-1-1 dialed calls to call answer centres and ERAs.
- 2.2 The service provides the CLEC's end-user subscribers with 9-1-1 three-digit dial access to ERAs serving their communities. The CLEC provides its end-user subscribers with access to the 9-1-1 code from each of its central offices to provide the service coverage specified by the local authority. Call answer and emergency response services are not provided by the CLEC as part of its 9-1-1 ERS.
- 2.3 The 9-1-1 call is delivered to a call answer centre operated by the local authority. The attendant at the call answer centre determines the nature of the emergency and forwards the call to the appropriate ERA. The answering attendants at the ERAs are supported by the following special features provided by the 9-1-1 service provider in accordance with its tariffs and agreements:
 - 2.3.1 Selective routing and transfer: The 9-1-1 service provider maintains a central database in its network that will automatically route the 9-1-1 call to a pre-assigned call answer centre based upon the ANI and/or ALI of the telephone line from which the 9-1-1 call originates.
 - 2.3.2 ALI: The 9-1-1 service provider maintains an ALI database.
 - 2.3.3 Integrity Check: This allows the ERA to verify that the 9-1-1 access lines to its bureaus are in working order.

The operation of the selective routing and transfer and ALI features is dependent upon the accuracy of the CLEC's records and information received from the local authority and others, such as new street information and boundary changes.

3. Object

- 3.1 In accordance with the terms and conditions of the CLEC's General Tariff, the CLEC shall fulfill its obligations under this tariff to make 9-1-1 ERS available to its end-user subscribers and shall be bound by the provisions of the tariff, except to the extent that a written agreement executed by the CLEC and the local authority, and in a form approved by the CRTC, explicitly modifies or supersedes the provisions of this tariff in relation to that local authority.

4. Conditions of Service

- 4.1 As conditions of providing 9-1-1 ERS, the CLEC shall
- 4.1.1 Make 9-1-1 ERS accessible to all local subscribers in the serving area;
 - 4.1.2 Provide 9-1-1 ERS through the network of the 9-1-1 service provider;
 - 4.1.3 Provide ANI and/or ALI data, routing data, and other necessary data to the 9-1-1 service provider which, in turn, shall provide such data to the call answer centre and ERAs as deemed appropriate by the CLEC, the local authority, and the 9-1-1 service provider;
 - 4.1.4 Maintain and update the SAG upon receipt of information provided and validated by the local authority regarding geographic data, including street names, addresses, and the borders of the serving areas and ESZs;
 - 4.1.5 Provide to the local authority at its designated call answer centre, in writing and in advance of offering local exchange services
 - 4.1.5.1 A telephone number that is accessible 24 hours a day, 7 days a week, for the purpose of reporting trouble with the 9-1-1 emergency calling system, and
 - 4.1.5.2 A facsimile number and/or alternative address such as e-mail, to deal with problems with local subscribers' information and the SAG, and to update such information as requested; and
 - 4.1.6 Be responsible for any other requirements that are not specifically identified in the tariff and are related to matters of the kind listed in section 4.1.

5. Characteristics of Service

- 5.1 9-1-1 ERS permits the use of features including, but without being limited to, ANI and/or ALI, selective routing and transfer, and call control features. The availability and reliability of these features depend on the following:

- 5.1.1 The terminal systems and the operating mode selected for the call answer centre and ERAs;
- 5.1.2 The type of exchange service and the equipment and/or telephone systems from which 9-1-1 calls originate;
- 5.1.3 The accuracy of the data, which itself is dependent upon the information provided by various sources (the CLEC, the local authority, the 9-1-1 service provider, other telecommunications carriers, the CLEC's end-user subscribers, etc.); and
- 5.1.4 The characteristics and reliability of the 9-1-1 service provided by the 9-1-1 service provider, to the extent that the CLEC's participation in the provision of 9-1-1 ERS is dependent upon the 9-1-1 service provided by the 9-1-1 service provider.

6. Confidentiality

- 6.1 Any information provided by the CLEC to the local authority, its employees, servants, agents, and/or co-contractors pertaining to the design, the development, the implementation, the operation, and the maintenance of 9-1-1 ERS is confidential and shall be provided only to such persons who need to know the information for the purposes of providing 9-1-1 ERS.
- 6.2 The CLEC provides to the 9-1-1 service provider, on a call-by-call basis for the operation of 9-1-1 ERS, the name, telephone number, and service location shown on the CLEC's ANI and ALI records as the address for the CLEC exchange services from which the 9-1-1 call is placed, and when required, the class of service. The 9-1-1 service provider in turn provides this information to the local authority. The class of service and the service location, if it differs from the listed address, are provided on a confidential basis to the 9-1-1 service provider and, in turn, to the local authority for the sole purpose of responding to 9-1-1 emergency calls.
- 6.3 The information consisting of names, addresses, and telephone numbers of the CLEC's end-user subscribers whose listings are not published in directories or listed in directory assistance records is confidential. The party calling 9-1-1 waives the right to privacy under any of the CLEC's tariffs or agreements to the extent that the name, location, and telephone number associated with the originating telephone are furnished to the local authority operating a call answer centre.
- 6.4 Furthermore, the CLEC shall abide by all applicable legislation in effect with respect to the protection of privacy.

7. Quality of 9-1-1 ERS

- 7.1 The CLEC shall install and operate 9-1-1 ERS in a manner that meets quality standards generally accepted in North America for such services. The following are examples of the content of quality standards generally accepted in North America:

- 7.1.1 Average of 0.1% blocking within the network;
 - 7.1.2 Diverse telephone networking capabilities;
 - 7.1.3 Updated ANI and/or ALI records to the 9-1-1 service provider's database; and
 - 7.1.4 Special call control features, such as bureau hold, emergency ringback, calling party disconnect signal, and forced disconnect.
- 7.2 The CLEC agrees to restore service as quickly as possible on a priority basis should there be any interruption, delay, mistake, or defect in its transmission or in its network facilities.

8. Implementation

- 8.1 The implementation of 9-1-1 ERS within the serving area shall be carried out pursuant to an implementation schedule to be mutually agreed on by the CLEC, the local authority, and the 9-1-1 service provider (the Parties). The implementation schedule may be changed by agreement of the Parties.

9. Limitation of Liability

- 9.1 The CLEC's liability for the performance of its obligations pursuant to this tariff shall be subject to and governed by [CLEC's General Tariff Item # __ –Terms of Service].
- 9.2 The CLEC shall, during the term of this tariff, maintain sufficient insurance to cover its obligations under this tariff and shall provide evidence of same to the local authority, or, if the CLEC is self-insured, provide satisfactory evidence to the local authority that the CLEC is and will be, at all relevant times, in a position to successfully meet its monetary obligations stemming from liability under this tariff.

10. Force Majeure

- 10.1 The CLEC shall not be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes, and, generally, as a result of any event that is beyond the CLEC's reasonable control.
- 10.2 The local authority may designate a back-up call answer centre to which 9-1-1 calls will be directed if the primary call answer centre is unable to accept the calls for any reason.
- 10.3 The CLEC shall, in the event of a disaster or force majeure, co-operate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.
- 10.4 The costs required to provide temporary replacement service shall be borne by the CLEC in accordance with the CLEC's obligations as indicated in item 503.4 of this tariff.

11. 9-1-1 Municipal Charges

- 11.1 The CLEC will provide an optional billing and collection arrangement for local authorities participating in 9-1-1 ERS(municipal charges billing and collection service) so that, subject to tariff item 503.11.6, it collects 9-1-1 municipal charges monthly from its end-user subscribers for each of its exchange services.
- 11.2 The CLEC provides 9-1-1 municipal charges billing and collection service on the basis that the CLEC is given the local authority's accounts receivable for the 9-1-1 municipal charges for an amount equivalent to their full value, less a discount of __ percent on the billed charges and less those charges that the CLEC's end-user subscribers have specifically and expressly refused to pay.
- 11.3 The 9-1-1 municipal charges billing and collection service is provided under the terms of this tariff and/or the agreement that the local authority has entered into with the CLEC.
- 11.4 The 9-1-1 municipal charges billing and collection service is provided subject to the availability of suitable facilities. It is not available to municipalities in the province of Ontario.
- 11.5 The CLEC cannot suspend or terminate the provision of any of its exchange services to its end-user subscribers solely for the non-payment of these charges.
- 11.6 Notwithstanding tariff item 503.11.1, the CLEC may decide not to bill 9-1-1 municipal charges to its end-user subscribers or to bill only a portion of the municipal charges; however, the CLEC shall make any payments contemplated in tariff item 503.11.2 as if the municipal charges had been billed by the CLEC to its end-user subscribers.

Parties to Telecom Notice of Consultation 2009-6

9163-7918 Québec Inc. (CoopTel)
9164-3122 Québec Inc. (Sogetel Numérique)
Access Communications Co-operative Ltd.
Amtelecom Limited Partnership
Bell Aliant Regional Communications, Limited Partnership
Bell Canada
Bluewater TV Cable Ltd.
Brooke Telecom Co-operative Ltd.
Bruce Telecom
Câble-Axion Digitel Inc.
CityWest Telephone Corporation
Cogeco Cable Inc.
CoopTel
DERYtelecom inc.
Distributel Communications Limited
Dryden Municipal Telephone System
EastLink Telephone
ExaTEL Inc.
Execulink Telecom Inc.
Fido Solutions Inc.
FlexITy Solutions Inc.
Globility Communications Corporation
Gosfield North Communication Co-operative Limited
Hay Communications Co-Operative Limited
Huron Telecommunications Co-operative Limited
Iristel Inc.
ISP Telecom Inc.
IVIC Télécom s.e.n.c.
Kenora Municipal Telephone System
La Cie de Téléphone de Courcelles Inc.
La Compagnie de Téléphone de Lambton Inc.
La Compagnie de Téléphone de St-Victor
La Compagnie de Téléphone de Warwick
La Compagnie de Téléphone Upton Inc.
Lansdowne Rural Telephone Co. Ltd.
Maskatel inc.
Morningson Communications Co-operative Limited
Mountain Cablevision Limited
MTS Allstream Inc.
Nexicom Telecommunications Inc.
Nexicom Telephones Inc.
North Frontenac Telephone Corporation Ltd.
NorthernTel, Limited Partnership
Northwestel Inc.
NRTC Communications

Ontera
People's Tel Limited Partnership
Persona Communications Corp.
Quadro Communications Co-operative Inc.
Rogers Cable Communications Inc.
Roxborough Telephone Company Limited
Saskatchewan Telecommunications
Shaw Telecom G.P.
Sogetel inc.
TBayTel
Télébec, Limited Partnership
Téléphone Drummond Inc.
Téléphone Guèvremont inc.
Téléphone Milot inc.
Téléphone de St-Éphrem inc. Téléphone Milot inc.
Téléphone de St-Éphrem inc.
Telnet Communications
TELUS Communications Company
Tuckersmith Communications Co-operative Limited
Videotron Ltd.
Westman Media Cooperative Ltd.
Wightman Telecom Ltd.
WTC Communications