



Telecom Decision CRTC 2004-70

Ottawa, 4 November 2004

MTS Allstream Inc. – Introduction of Wireless Service Provider Enhanced 9-1-1 Service

Reference: Tariff Notice 521

The Commission approves MTS Allstream Inc.'s Wireless Service Provider Enhanced 9-1-1 (WSP E9-1-1) Service and the associated WSP E9-1-1 Service Agreement, subject to modifications. The Commission directs Aliant Telecom Inc., Bell Canada, and TELUS Communications Inc. to make certain modifications to their WSP E9-1-1 service agreements.

The application

1. On 19 December 2003, MTS Communications Inc., now known as MTS Allstream Inc. (MTS Allstream), filed an application to introduce Wireless Service Provider Enhanced 9-1-1 Service (WSP E9-1-1 Service) and an associated Wireless Service Provider Enhanced 9-1-1 Service Agreement (WSP E9-1-1 Agreement).
2. In its application, MTS Allstream stated that the proposed WSP E9-1-1 Service would allow wireless service providers (WSPs)¹ with trunk-side interconnection to access MTS Allstream's 9-1-1 network in order to:
 - enable WSP 9-1-1 calls to be routed to a designated Public Safety Answering Point (PSAP);
 - transmit the cell site/sector information relating to the 9-1-1 call to the PSAP; and
 - display to the PSAP operator the call-back number of the 9-1-1 caller, to enable the PSAP to re-establish contact with the 9-1-1 caller, as required.

Process

3. The Commission received comments from Microcell Solutions Inc. (Microcell) dated 16 January 2004 and Rogers Wireless Inc. (RWI) dated 19 January 2004, and reply comments from MTS Allstream dated 26 January 2004 and 29 January 2004.
4. In response to comments made by RWI, the Commission received comments from Aliant Telecom Inc. (Aliant Telecom) dated 29 January 2004, Bell Canada dated 9 February 2004, and TELUS Communications Inc. (TCI) dated 16 April 2004.

¹ MTS Allstream's proposed tariff states that the term WSP includes wireless service providers that offer service in accordance with Commission directives applicable to competitive local exchange carriers (CLECs).

Issues relating to the WSP E9-1-1 service tariff

Proposed rate and price cap classification

5. MTS Allstream proposed that, for price cap classification and rate determination purposes, its WSP E9-1-1 Service be assigned to Category I competitor services. MTS Allstream stated that the proposed rate for WSP E9-1-1 Service of \$0.0280 per wireless working telephone number per month was based on its Phase II costs for providing the service plus a 15 percent mark-up.
6. No comments were received with respect to this issue.

Commission's analysis

7. In *Regulatory framework for second price cap period*, Telecom Decision CRTC 2002-34, 30 May 2002 (Decision 2002-34), the Commission established two categories within the Competitor Services basket in order to clarify the pricing treatment of these services. The first category, Category I competitor services, comprised those services which were in the nature of an essential service.
8. The Commission finds that MTS Allstream's proposal to assign WSP E9-1-1 Service to Category I competitor services is consistent with its determinations made in Decision 2002-34.
9. The Commission notes that in reviewing MTS Allstream's cost study, it made certain adjustments, including the removal of the expense increase factor and the productivity improvement factor. These adjustments did not alter the proposed rate. The Commission is satisfied that the proposed rate of \$0.0280 per wireless working telephone number per month reflects MTS Allstream's Phase II costs of providing WSP 9-1-1 Service plus a 15 percent mark-up, consistent with the requirements set out in Decision 2002-34 for Category I competitor services. The Commission notes that the rate will be subject to the rate element constraint applicable to Category I competitor services equal to the rate of inflation less the productivity offset, as set out in Decision 2002-34. In light of the above, the Commission considers the proposed rate appropriate.

Provision for additional charges

Positions of parties

10. Microcell indicated that its principal concern with MTS Allstream's application related to item 3050.4.C of the proposed tariff which states:

When it is necessary for MTS to install special equipment or to incur any unusual expense to provision this service, an additional charge may be assessed based on the equipment installed or the expense incurred.

11. Microcell submitted that the Commission should either delete item 3050.4.C from the proposed tariff or direct MTS Allstream to submit a revised WSP E9-1-1 cost study for any material unforeseen costs that may be encountered. Microcell submitted that such an approach would ensure that potential inequities in the treatment of WSPs were averted.

12. RWI submitted that item 3050.4.C was vague and, therefore, might be subject to abuse by MTS Allstream at the expense of WSPs. RWI further submitted that if any significant costs were discovered by MTS Allstream, then MTS Allstream should revise its cost study for this service and should seek the Commission's approval for a revision to its WSP E9-1-1 tariff. RWI requested that, in light of the above, the Commission should order MTS Allstream to delete item 3050.4.C.
13. In reply, MTS Allstream stated that item 3050.4.C would be used to accommodate situations where a specific customer required some special equipment or rearrangement to make the service work. MTS Allstream submitted that this customer-specific need would not be known in advance of the customer's request for service and would not represent a cost that should be borne by all service customers.
14. MTS Allstream stated that the cost study it submitted incorporated all known costs associated with the service and that there were no material unforeseen costs that MTS Allstream could identify, at this time, to submit in a revised WSP E9-1-1 cost study, as requested by Microcell.
15. MTS Allstream submitted that the provision as worded exists in the current tariffs of MTS Allstream and other incumbent local exchange carriers (ILECs) for other tariff services, and is contained in the WSP E9-1-1 Service tariff of another ILEC.

Commission's analysis

16. The Commission considers it reasonable that customer-specific costs for customers that require special equipment or rearrangements should not be borne by all customers. In addition, the Commission notes that such customer-specific costs would not be known in advance and could not be included in the current cost study. Accordingly, the Commission considers that MTS Allstream's proposed wording of item 3050.4.C is appropriate.

CCS7 signalling

Position of parties

17. RWI noted that MTS Allstream's proposed tariff item 3050.3.E stipulates that the WSP is required to provide CCS7 signalling in order to obtain WSP E9-1-1 service. RWI submitted that MTS Allstream should be directed to modify this item to clarify that WSPs will not be required to implement CCS7 signalling directly with MTS Allstream and that WSPs will have the option of transiting CCS7 signalling messages via a third party.
18. In reply, MTS Allstream confirmed that there would be no obligation for a WSP accessing MTS Allstream's 9-1-1 network to obtain CCS7 signalling only from MTS Allstream, and submitted that the wording in the tariff only requires that the WSP provide CCS7 signalling.

Commission's analysis

19. The Commission considers that the wording proposed by MTS Allstream for item 3050.3.E does not indicate that a WSP must obtain CCS7 signalling only from MTS Allstream. The Commission notes that MTS Allstream has confirmed that a WSP could obtain CCS7 from a third party. Accordingly, the Commission considers that the wording proposed by MTS Allstream is appropriate.

Issues relating to the WSP E9-1-1 Agreement

Inter-carrier liability provisions

Background

20. In *Conditions of service for wireless competitive local exchange carriers and for emergency services offered by wireless service providers*, Telecom Decision CRTC 2003-53, 12 August 2003, as amended by Telecom Decision CRTC 2003-53-1, 25 September 2003 (Decision 2003-53), the Commission directed the ILECs offering WSP E9-1-1 service to incorporate the inter-carrier limitation of liability provisions set out at Appendix B of that decision into their WSP E9-1-1 agreements.
21. Paragraphs 2.1(b)(ii) and (iv) of Appendix B provides that the ILEC shall be liable for any damages of the wireless carrier as a result of:
 - (ii) any breach by [the ILEC] of its obligations with respect to this Agreement or the Wireless Enhanced 9-1-1 Service Tariff;
 - (iv) any failure by [the wireless carrier] to carry out its obligations hereunder as a result of [the ILEC's] failure to accurately record, store and transmit Cell Site/Sector Location Information and Calling Party's Numbers as received by [the ILEC] from [the wireless carrier].

Position of parties

22. RWI noted that under paragraph 2.1(b)(iv), the ILEC is only liable for its failure to accurately record, store and transmit the cell site/sector location information and calling party's numbers to the extent that such failure results in the WSP failing to carry out its obligations under the WSP E9-1-1 Agreement.
23. RWI submitted that the ILEC should be responsible for any damages that would occur due to such a failure regardless of whether the WSP had carried out its obligations or not. RWI stated that the Commission may be of the view that this would be the case pursuant to paragraph 2.1(b)(ii), which provides that the ILEC will be liable for any damages which the WSP may sustain as a result of any breach by the ILEC of its obligations.
24. RWI submitted that, to ensure paragraph 2.1(b)(ii) would apply, there should be an explicit obligation within the WSP E9-1-1 Agreement or the tariff that requires the ILEC to accurately record, store and transmit the cell site/sector location information and calling party's numbers, as received from the WSP. Accordingly, RWI requested that the Commission order MTS Allstream to add the following obligation to subsection 5.2 of its WSP E9-1-1 Agreement:

accurately record, store and transmit Cell Site/Sector Location Information and Calling Party's Numbers as received by [the ILEC] from [the wireless carrier].

25. RWI also requested that the Commission direct Aliant Telecom, Bell Canada and TCI to amend their WSP E9-1-1 Agreements in the same manner.
26. In reply, MTS Allstream, Aliant Telecom and Bell Canada were of the view that the change was not necessary, but stated that they did not object to RWI's request. TCI submitted that the proposed change was unnecessary, since its WSP E9-1-1 Agreement fully reflected its obligations.

Commission's analysis

27. The Commission is of the view that it would be reasonable to add wording to all of the companies' WSP E9-1-1 agreements in order to clarify that the ILEC is responsible for accurately recording, storing and transmitting Cell Site/Sector Location Information and Calling Party's Numbers are received by the ILEC from the WSP.
28. The Commission notes that although MTS Allstream added to its WSP E9-1-1 Agreement the inter-carrier limitation of liability provisions limiting the WSP's liability from schedule B of Decision 2003-53, MTS Allstream did not include inter-carrier limitation of liability provisions limiting its liability with respect to the WSP. The Commission notes that the other ILECs providing WSP E9-1-1 service include such provisions in their agreements. Accordingly, the Commission considers that MTS Allstream should revise section 8 of its WSP E9-1-1 Agreement by adding the inter-carrier limitation of liability provisions set out in Appendix A of this Decision. The provisions set out in Appendix A are consistent with the provisions in the other ILECs' WSP E9-1-1 agreements.

Provision of information to WSPs

Background

29. Subsection 2.1 of Schedule A to MTS Allstream's proposed WSP E9-1-1 Agreement states:

MTS will make available to the WSP, upon request, a 9-1-1 call routing list containing the name of each Local Emergency Administration, the Selective Router serving the Local Emergency Administration, and the primary and secondary Public Safety Answering Points serving the Local Emergency Administration.

Position of parties

30. RWI requested that the Commission direct MTS Allstream to add the following text at the end of subsection 2.1 of Schedule A:

[The ILEC] will also make available to the WSP ESZ maps, an ESN list, and the name and telephone number of the primary contact person for each primary PSAP, to the extent that the ILEC possesses this information. [The ILEC] will provide the WSP with periodic updates of this information in a timely manner.

31. RWI also requested that the Commission direct Aliant Telecom, Bell Canada and TCI to make these same modifications in their respective WSP E9-1-1 Agreements.
32. RWI noted that in *Wireless service provider enhanced 9-1-1 service*, Telecom Decision CRTC 2003-79, 21 November 2003 (Decision 2003-79), the Commission rejected a request made by Microcell that Bell Canada be directed to provide Emergency Service Zone (ESZ) maps on the basis that this information was to be provided by the municipality. RWI submitted that while ESZ maps may be provided by the PSAPs eventually, the provision of this information by the ILECs would help to expedite the planning and implementation of the service and would therefore be in the public interest. RWI was of the view that the ILECs have ESZ maps available. RWI submitted that the ILECs should provide an up-to-date list of Emergency Service Numbers (ESNs) to WSPs for the same reasons that they should provide ESZ maps.
33. RWI also submitted that the ILECs should be obligated to make available to the WSP the name and telephone number of the primary contact person at each PSAP, to the extent that the ILEC possesses this information. RWI submitted that, absent the name and telephone number of the primary contact person, it was difficult for the WSP to initiate direct contact with the primary PSAPs at the outset and, as a result, an additional unnecessary delay was introduced to the planning and implementation of WSP E9-1-1.
34. RWI submitted that the ILEC should be obligated to provide periodic updates of the information that has been requested by the WSP. RWI indicated that WSPs would not otherwise know whether the information has changed and, as a result, public safety could be jeopardized.
35. MTS Allstream stated that it could not agree to the provision of this additional information as proposed by RWI and noted that the costs for the provision of such information were not included in its cost study. MTS Allstream submitted that RWI was asking for information that was additional to what the ILECs provide pursuant to the ILEC-CLEC 9-1-1 Service Agreement. MTS Allstream also submitted that some of the requested information, for example, ESZ maps, would require MTS Allstream to develop specific products for use by WSPs, and the costs associated with the development and provision of these products were not known and would have to be determined. MTS Allstream submitted that RWI should be able to get some of the requested information from other sources.
36. Aliant Telecom submitted that there was no need to add RWI's proposed clause to WSP E9-1-1 agreements. Aliant Telecom stated that it had signed a service agreement with the provincial governments of Nova Scotia, Prince Edward Island and New Brunswick, which states that the respective governments own and maintain the Master Street Address Guide, a database that correlates civic addresses with ESZs. Aliant Telecom submitted that the WSPs should go to those three provincial governments to obtain any information they require.
37. Bell Canada submitted that it was not able to provide ESZ maps at this time, as it does not produce working copies of ESZ maps in all cases. Bell Canada indicated that in some instances, its 9-1-1 service manager might use rough working copies of maps created for

initial implementation of 9-1-1 service in some municipalities, but in other instances, where the municipalities provided their map data to Bell Canada in a digital file for incorporation into its 9-1-1 routing system, there were no working copies of maps available.

38. Bell Canada stated that it was currently investigating the feasibility of developing an ESZ map product for use by WSPs. Bell Canada stated that once the details, such as the format, cost and timeline for availability, have been determined, it would advise the WSPs accordingly.
39. Bell Canada submitted that RWI's request for an ESN list and PSAP contact information was unnecessary. Bell Canada stated that it already provided the WSPs with information pertaining to the ESNs within each municipality and the related emergency service agencies associated with each ESN, and that it provided the contact coordinates for emergency service agencies on request.
40. TCI was of the view that there was no need to make ESZ maps part of TCI's WSP E9-1-1 Service. TCI stated that the costs associated with producing ESZ maps were not included in the cost studies that supported TCI's WSP E9-1-1 Service tariff rates, and the provision of such maps was not part of the current approved tariff. TCI stated that the ESZ maps, or the information that was required to produce them, were available from municipalities. TCI noted that, alternatively, the maps could be purchased from TELUS Geomatics for areas where such maps were available.
41. TCI submitted that RWI's request for an ESN list and PSAP contact information was unnecessary. TCI stated that it was already providing such information to WSPs who subscribed to the company's WSP E9-1-1 Service. In addition, TCI noted that those WSPs who subscribed to its WSP E9-1-1 Service had access to a TCI 9-1-1 website for up-to-date information.

Commission's analysis

42. The Commission notes that under the province-wide 9-1-1 agreements between the ILECs and municipal or provincial governments and the standard CLEC-Municipality 9-1-1 Agreement, municipal or provincial governments are responsible for operating the PSAPs, determining ESZs and coordinating the involvement of the emergency response agencies. Under the standard Wireless CLEC-Municipality Agreement developed in the CRTC Interconnection Steering Committee, municipalities are also responsible for providing WSPs with the geographical information necessary to determine the most appropriate ESZ to assign to each cell site/sector coverage area, including providing maps of ESZ boundaries where available.
43. The Commission notes that in the proceeding leading to Decision 2003-79, Microcell requested that Bell Canada be directed to provide ESZ maps, in electronic format if available, and a current list of PSAP contact names and phone numbers, plus periodic updates of this information. In reply, Bell Canada submitted that the municipalities have been and should continue to be responsible for the provision of this information. Bell Canada also submitted that it had not examined potential liability issues associated with this information and did not include associated costs in its tariff. In Decision 2003-79, the Commission found that Bell Canada's WSP E9-1-1 Agreement should not be modified as suggested by Microcell because the information was to be provided by the municipality.

44. In this proceeding, RWI requested that MTS Allstream, Aliant Telecom, Bell Canada and TCI make ESZ maps available to WSPs, to the extent that the ILEC possesses this information. The Commission notes that these companies either do not develop ESZ maps or do not develop such maps for all areas. In addition, the Commission notes that there would be costs to develop ESZ maps for WSPs and that these have not been included in any of the WSP E9-1-1 cost studies.
45. In light of the above, the Commission is of the view that ILECs should not be required to provide ESZ maps as part of WSP E9-1-1 Service. The Commission notes that ILECs have the option of providing ESZ maps to WSPs as a separate service, as TCI has done.
46. In regard to providing an ESN list to WSPs, the Commission notes that Bell Canada and TCI already provide this information to WSPs. As the costs to provide this information appear to be minimal, the Commission is of the view that it would be reasonable for the ILECs to make an ESN list available to the WSPs.
47. In regard to providing PSAP contact information, the Commission notes that the municipal or provincial governments are responsible for the provision of this information. Accordingly, the Commission is of the view that it would not be appropriate to modify the WSP E9-1-1 agreements to state that ILECs are required to provide PSAP contact information.

Insurance clause

Positions of parties

48. Microcell noted that at paragraph 3(c) of Telecom Order CRTC 97-1959, 30 December 1997, the Commission directed the ILECs to include the following insurance clause in their ILEC-CLEC 9-1-1 service agreement:

The CLEC and the Company [i.e. the ILEC] shall, during the term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other or, if either the CLEC or the Company is self-insured, provide to the other satisfactory evidence that the CLEC and/or the Company, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

49. Microcell further noted that Bell Canada and TCI included an equivalent clause in their WSP E9-1-1 agreements, which have received Commission approval.
50. Microcell stated that MTS Allstream's proposed insurance clause at subsection 7.1 differed substantively from the above precedents, as it eliminated the possibility for the WSP to be self-insured. Microcell requested that the Commission direct MTS Allstream to amend subsection 7.1 to be consistent with the insurance clause precedents cited above.
51. In reply, MTS Allstream stated that it agreed with the amendment proposed by Microcell and would be prepared to amend subsection 7.1 of the WSP E9-1-1 Agreement to read as follows:

The WSP and MTS, during the Term and any Renewal Term of this Agreement, shall maintain sufficient insurance to cover their respective obligations under this Agreement, and shall provide evidence of such insurance to the other or, if either the WSP or MTS is self-insured, shall provide to the other satisfactory evidence that the WSP and/or MTS, as the case may be, is or will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

Commission's analysis

52. The Commission notes that the proposed amendment is consistent with the approved insurance clauses included in the WSP E9-1-1 agreements of the other ILECs. The Commission considers that subsection 7.1 should be revised accordingly.

Improper Emergency Service Routing Digit Administration Clause

Position of parties

53. Microcell noted that the independent Canadian Number Administrator (CNA) is now the administrator of Emergency Service Routing Digit (ESRD) blocks in Canada. Consistent with this fact, Microcell recommended that subsections 3.0 and 3.1 of Schedule A to MTS Allstream's proposed WSP E9-1-1 Agreement be deleted in their entirety. Microcell submitted that, alternatively, the proposed subsection 3.1 could be replaced with the following words:

The WSP may obtain Emergency Service Routing Digit blocks from the Canadian Number Administrator.

54. MTS Allstream stated that it agreed to amend subsection 3.1 of Schedule A to read as proposed by Microcell.

Commission's analysis

55. The Commission considers that amended subsection 3.1, as proposed by Microcell, is appropriate.

Commission's determinations

56. In light of the above, the Commission:

- **approves** MTS Allstream's Tariff Notice 521;
- **approves** the proposed WSP E9-1-1 Agreement with the following changes:
 - i) the addition of the following wording to subsection 5.2:

accurately record, store and transmit Cell Site/Sector Location Information and Calling Party's Numbers as received by MTS from the WSP.

ii) the replacement of subsection 7.1 with the following:

The WSP and MTS, during the Term and any Renewal Term of this Agreement, shall maintain sufficient insurance to cover their respective obligations under this Agreement, and shall provide evidence of such insurance to the other or, if either the WSP or MTS is self-insured, shall provide to the other satisfactory evidence that the WSP and/or MTS, as the case may be, is or will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

iii) the addition of the inter-carrier limitation of liability provisions set out at Appendix A to section 8; and

iv) the addition of the following wording to subsection 2.1 of Schedule A:

MTS will make available to the WSP, upon request, an ESN list and periodic updates to this list on a timely basis.

v) the replacement of subsection 3.1 of Schedule A with the following:

The WSP may obtain Emergency Service Routing Digit blocks from the Canadian Number Administrator.

- directs Aliant Telecom, Bell Canada and TCI to add the wording set out in subparagraphs 2(i) and (iv) of the Commission's determinations, replacing "MTS" with the appropriate company name, to the equivalent sections of their WSP E9-1-1 Agreements.

Secretary General

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

APPENDIX A

1. (a) MTS' liability to the WSP as a result of any liability, award, claim, demand, suit, proceeding, action, cause of action, loss, cost, charge, damage, expense or other claim of any kind or nature whatsoever, direct or indirect, regardless of the cause, arising out of or relating to this Agreement, the WSP Enhanced 9-1-1 Access Tariff or any other Tariff, the operation of, failure of or failure to provide WSP Enhanced Provincial 9-1-1 Network Access Service or any part thereof including, without limitation, any claim arising out of a failure to complete a 9-1-1 call, any delay in completion of a 9-1-1 call, any interruption of a 9-1-1 call, or any error in information used in connection with the operation of WSP Enhanced Provincial 9-1-1 Network Access Service shall be limited to the extent set out in MTS' Tariffs.
 - (b) The WSP shall not be entitled to any claim against MTS in the event of MTS' failure to provide WSP Enhanced Provincial 9-1-1 Network Access Service or any other failure to perform where such failure is directly or indirectly caused by or results from a breach by the WSP of its obligations under this Agreement or the WSP Enhanced 9-1-1 Access Tariff, or an event or events beyond the reasonable control of MTS.
2. The WSP shall:
- (a) indemnify and hold harmless MTS, its directors, officers, employees and agents from and against any and all manner of liabilities, awards, claims, demands, suits, proceedings, actions, causes of actions or other claims which may be brought or made against MTS or such persons, or which MTS or such persons may become subject to;
 - (b) be liable to MTS, its directors, officers, employees and agents for any and all losses, costs, charges, damages and expenses whatsoever (and without limiting the generality of the foregoing, any losses, costs, damages and expenses of MTS or such persons, including costs as between a solicitor and his own client) which MTS or such persons may sustain, pay or incur; as a result of, arising out of, or in connection with:
 - i. any act or omission of the WSP in the furnishing of service by the WSP to WSP End-Customers;
 - ii. any breach by the WSP of its obligations with respect to this Agreement or the WSP Enhanced 9-1-1 Access Tariff;
 - iii. any interruption in the WSP's service or interference with the operation of any facilities or equipment of the WSP arising in any manner from the services provided to the WSP under this Agreement and the WSP Enhanced 9-1-1 Access Tariff;

- iv. the accuracy and content of the Tower Site Location Information and Calling Party's Numbers delivered by the WSP to MTS;
 - v. any failure by MTS to carry out its obligations hereunder as a result of the WSP's failure to provide accurate Tower Site Location Information and Calling Party's Numbers; or
 - vi. any failure by MTS to maintain the accuracy of such Tower Site Location Information and Calling Party's Numbers beyond the actual content of Tower Site Location Information and Calling Party's Numbers as received by MTS from the WSP.
3. Other than as provided for in this Agreement, there are no warranties, representations, conditions or guarantees of any kind whatsoever provided by MTS to the WSP, either express or implied, whether arising by statute, agreement, tort, product liability or otherwise, regarding this Agreement and the services provided by MTS hereunder including, but not limited to, warranties, representations, conditions and guarantees as to merchantability, fitness for any particular purpose, design, condition or quality.