

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 07-145**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF  
AGREEMENTS BETWEEN THE CORPORATION OF THE CITY  
OF PETERBOROUGH AND COMPETITIVE LOCAL EXCHANGE  
CARRIERS**

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL  
THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute agreements between The Corporation of the City of Peterborough and Competitive Local Exchange Carriers in the form attached hereby as Schedule A, and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 22<sup>nd</sup> day of October, 2007

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

## SCHEDULE A

**THIS AGREEMENT** made in triplicate concerning the provision of E9-1-1 emergency calling service in Province of Ontario this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

B E T W E E N:

**THE CORPORATION OF THE CITY OF PETERBOROUGH**  
(the "Municipality")

AND:

The **Competitive Local Exchange Carrier** as identified in Schedule "A" to this Agreement  
(the "CLEC")

**WHEREAS** the Municipality provides access to emergency services via a Public Emergency Reporting System ("PERS"), an enhanced 9-1-1 Service; and

**WHEREAS** the CLEC has entered into an interconnection agreement for the provision of E9-1-1 service with the Incumbent Local Exchange Carrier ("ILEC"),

**NOW THEREFORE**, in consideration of the premises and the mutual promises contained herein the parties hereto agree as follows:

### 1. DEFINITIONS:

For the purposes of this Agreement, the following terms have following meanings:

- 1.1 **ALI or Automatic Local Identification** – means a database feature that displays to PSAP's and ERA's address/location data with respect to a telephone line from which the 9-1-1 call originates.
- 1.2 **ANI or Automatic Number Identification** – means a database feature that displays the telephone number of the CLEC exchange service that originates the 9-1-1 call.
- 1.3 **Call Answer** – means the act of answering E9-1-1 calls, determining the type of ERA required and directing the E9-1-1 call to that ERA.
- 1.4 **Call Control** – means a feature that allows the E9-1-1 call taker to maintain control of the E9-1-1 call, regardless of the calling-party action.
- 1.5 **Commission** – means the Canadian Radio-television and Telecommunications Commission (CRTC), and its successors.
- 1.6 **ERA or Emergency Response Agency** – means a communication centre open 24 hours a day, 365 days a year to which emergency calls are transferred from the Public Safety Answering Point and which is the agency responsible for dispatching emergency personnel (emergency medical, fire or law enforcement).
- 1.7 **ESZ or Emergency Service Zone** – means a defined area consisting of a specific combination of Municipality, law enforcement, fire, emergency medical and Public Safety Answering Point coverage areas.
- 1.8 **Exchange Services** – means any local telecommunications service offered by a CLEC to its end user subscribers, either directly or indirectly through a CLEC authorized reseller, under the terms of a tariff and/or Agreement.
- 1.9 **E9-1-1 Calling Service** – means the ILEC/CLEC service that provides the local subscriber with the universally recognized E9-1-1 three-digit dial access to ERA's serving their communities.

- 1.10 **E9-1-1 Database** – means the database operated by the E9-1-1 Service Provider that contains street names, addresses, routing codes and other data required for the management of Selective Routing and Transfer, ALI and ANI.
- 1.11 **E9-1-1 Service Provider** – means the Incumbent Local Exchange Carrier (ILEC) that provides an E9-1-1 service to the Municipality, pursuant to a tariff and/or agreement through which access to E9-1-1 emergency calling is made available to the ILEC's and CLEC's end user subscribers located within the E9-1-1 Service Area.
- 1.12 **Local Subscriber** – means a CLEC end user subscriber located within the Municipal boundaries, who subscribes to any of the CLEC's Exchange Services.
- 1.13 **Public Safety Answering Point or PSAP** – means a communications facility open 24 hours a day, 365 days a year, and responsible for answering, redirecting or transferring emergency calls to ERA's. The Public Safety Answering Point is the first point of reception for all E9-1-1 calls in its serving area.
- 1.14 **SAG or Street Address Guide or E9-1-1 Street Address Database** – means the databases that contain street names, address ranges, routing codes and other data required for the management of ALI and ANI.
- 1.15 **Serving Area** – means the area within the Municipality's boundaries, as determined by the Municipality, from which E9-1-1 calls will be directed to a particular Public Safety Answering Point.

## 2. SERVICE DESCRIPTION

- 2.1 E9-1-1 Emergency Calling Service is provided to the CLEC end user subscribers connected to the CLEC network by any of the CLEC Exchange Services. The service provides for the transport of 9-1-1 dialled calls through the E9-1-1 Service Provider to the Public Safety Answering Points and other ERAs.
- 2.2 The CLEC provides its end user subscribers with three digit dial access to the E9-1-1 Service from each of its central offices to provide service coverage specified by the Municipality. Answering the E9-1-1 call is the responsibility of the Municipality or third party contracted by the Municipality for the management and operation of Public Safety Answering Point, and is not provided by the CLEC as part of E9-1-1 Emergency Calling Service.
- 2.3 The E9-1-1 call is delivered to a Public Safety Answering Point operated by the Municipality or a third party contracted by the Municipality for the management and operation of the Public Safety Answering Point. The attendant at the Public Safety Answering Point determines the nature of the emergency and forwards the call to the appropriate fire, police or ambulance ERA. The answering attendants at each ERA are supported by the following special features provided by the E9-1-1 Service Provider:

*i) Selective Routing and Transfer:*

A feature that automatically routes an E9-1-1 call to the appropriate Public Safety Answering Point and transfers the E9-1-1 call to the appropriate ERA based upon the ANI of the caller.

*ii) Maintenance of ALI*

The E9-1-1 Service Provider shall maintain the ALI database.

*iii) Integrity Check*

A feature that permits the ERA to verify that the E9-1-1 access lines to its bureau are in working order.

The operation of the Selective Routing and Transfer and ALI features is dependent upon the accuracy of the CLEC records and information received from the Municipality and others, such as, new street information and boundary changes.

### **3. OBJECT**

- 3.1 In accordance with the terms and conditions of this agreement, the Municipality and the CLEC agree to fulfil their respective obligations under this agreement in order to make available an E9-1-1 emergency calling service to CLEC end user subscribers.

### **4. CONDITIONS OF SERVICE**

- 4.1 As conditions of providing E9-1-1, the CLEC agrees to:

4.1.1 Make E9-1-1 accessible to all of its Local Subscribers in the Serving Area.

4.1.2 Provide E9-1-1 through the network of the E9-1-1 Service Provider under the terms and conditions of an Interconnection Agreement between the ILEC and the CLEC, to the Public Safety Answering Point.

4.1.3

4.1.3 Provide ANI/ALI data, and other data to the E9-1-1 Service Provider which, in turn, shall provide such data to the Public Safety Answering Point and ERA as deemed appropriate to the Municipality, CLEC's and ILEC.

4.1.4 Provide a telephone number to the PSAP that is accessible 24 hours a day and seven days a week, for the reporting of troubles.

4.1.5 Maintain and update the SAG subject to receipt of the information required to be provided by the Municipality pursuant to this Agreement.

4.1.6 Provide an facsimile telephone number or alternate address (IE: e-mail), where incorrect subscriber information can be sent by the PSAP for corrections

- 4.2 As conditions of obtaining E9-1-1 PERS, the Municipality shall:

4.2.1 Provide and operate a Public Safety Answering Point for the Serving Area on a 24 hour-per-day, 365 day-per-year basis. Answering and handling of emergency calls is the responsibility of the Municipality, or a third party contracted by the Municipality for the management and operation of the Public Safety Answering Point, and is not part of CLEC E9-1-1 Service.

4.2.2 Provide, operate and manage the personnel and the equipment, including terminal equipment, required to receive and process all E9-1-1 emergency calls directed to the Public Safety Answering Point.

4.2.3 Co-ordinate participation of all ERA's in the Serving Area with respect to E9-1-1 PERS. This will include:

4.2.3.1 Ensuring the involvement of the ERA's; and,

4.2.3.2 Determining the Serving Areas and ERA's served by the Public Safety Answering Point and ERA's; and,

4.2.3.3 Providing and validating, as reasonably required by the CLEC, all geographical data, including street names, addresses, and associating those addresses with ERA's; and

4.2.3.4 Informing the CLEC as soon as reasonably possible of all changes that may occur in the geographical data, including street names, and addresses; and

4.2.3.5 Provide a 24 hour a day, seven days a week telephone number that will be available to the CLEC for the reporting of troubles or information. This information is found in the schedules of this Agreement.

- 4.2.4 Provide to the CLEC, the address, telephone and facsimile numbers of the police, fire and emergency medical services that operate and provide emergency response to E9-1-1 calls within the municipality.
  - 4.2.5 Provide the CLEC's with a minimum of ninety- (90) days written notice of an intended change in the location of the Public Safety Answering Point and with a minimum of thirty (30) days notice of a change to the borders of the Serving Areas of the ERA's.
- 4.3 The Municipality may contract with a third party for the management and operation of the Public Safety Answering Point, but in such event, the Municipality shall remain responsible for all aspects of the operation of the Public Safety Answering Point and shall not be relieved of any of its obligations under this Agreement. The locations of the Public Safety Answering Point and ERA's are described in Schedules "B" and "D".

## **5. CHARACTERISTICS OF E9-1-1 PERS**

- 5.1 The E9-1-1 PERS permits the utilization of ANI/ALI, Selective Routing and Transfer and Call Control features. The availability and reliability of these features depends on the following:
- 5.1.1 The terminal systems and the operating mode selected for the Public Safety Answering Point and ERA's;
  - 5.1.2 The type of Exchange Service and the equipment and/or telephone systems from which E9-1-1 calls originate; and
  - 5.1.3 The accuracy of the data, which itself is dependent upon the information provided by various sources, (for example, CLEC's, the Municipality, the E9-1-1 Service Provider, other telecommunication carriers, CLEC's end user subscribers...).
  - 5.1.4 The characteristics and reliability of the E9-1-1 service provided by the E9-1-1 Service Provider to the extent that the CLEC's participation in the provision of E9-1-1 Emergency Calling Service is dependent on the E9-1-1 service provided by the E9-1-1 Service Provider.

## **6. CONFIDENTIAL INFORMATION**

- 6.1 The CLEC provides to the E9-1-1 Service Provider which, in turn, provides to the Municipality on a call-by-call basis the name, telephone number, class of service location shown on the CLEC's records as the address for the end user subscriber from which the E9-1-1 call is placed. The information, if confidential, is provided to the E9-1-1 Service Provider which, in turn, is provided to the Municipality on a confidential basis, for the sole purpose of responding to E9-1-1 emergency calls.
- 6.2 The information consisting of names, addresses and telephone numbers of the end user subscribers whose listings are not published in directories or listed in the E9-1-1 Service Provider's Directory Assistance records is confidential. The individual calling E9-1-1 waives the right to privacy to the extent that the name, telephone number, class of service and physical service location associated with the originating telephone are furnished to the Municipality.
- 6.3 Any information including all written documentation provided by the CLEC to the Municipality, its employees, servants, agents, assigns and/or contractors pertaining to the design, development, implementation, the operation and the maintenance of E9-1-1 PERS is confidential and will be provided only to such persons who have a need to know for the purposes of this Agreement. The Municipality will not permit any of its employees, servants, agents, assigns and/or contractors to duplicate, reproduce or otherwise copy any such confidential information for any purpose whatsoever, except as may be required by any such employees, servants, agents, assigns and/or contractors with a need to do so for the purposes of providing a E9-1-1 emergency calling service.

6.4 Confidential ANI/ALI and associated information of the CLEC's end user subscribers are provided to the Public Safety Answering Point and ERAs as directed by the Municipality solely for the purpose of enabling the Public Safety Answering Point and ERA's to verify the location from which the E9-1-1 call is placed and for the purpose of associating an E9-1-1 call with a physical address. The Municipality, the Public Safety Answering Point and the ERA's shall not use such information for any other purposes, whatsoever.

6.5 The CLEC and the Municipality agree to abide by all applicable federal and provincial legislation with respect to the protection of privacy in effect from time to time.

## **7. QUALITY OF THE CLEC E9-1-1 PERS**

7.1 The CLEC agrees to interconnect to E9-1-1 in a manner that meets quality standards generally accepted in North America for such services, and in so doing shall have regard to the standards identified in the ILEC/CLEC Interconnection Agreement.

7.2 The CLEC shall use reasonable efforts to restore service as quickly as possible on a priority basis should there be any interruption, delay, mistake or defect in transmission or in its facilities.

## **8. QUALITY OF MUNICIPALITY'S SERVICE**

8.1 The Municipality shall implement and ensure the operation of its Public Safety Answering Point in a manner that meets the quality standards generally accepted in North America for such services.

## **9. IMPLEMENTATION SCHEDULE**

9.1 The CLEC and the Municipality agree that the implementation of E9-1-1 within the Serving Area will be carried out pursuant to an implementation schedule to be mutually agreed to by the CLEC, the Municipality and the E9-1-1 Service Provider in writing and which may be changed from time to time by agreement of the parties.

## **10. LIMITATION OF LIABILITY**

10.1 Except with regard to physical injuries, death or damage to property occasioned by its negligence, the CLEC's liability for negligence is limited to \$20.

10.2 Except with regard to physical injuries, death or damage to property occasioned by its negligence, the Municipality's liability for negligence is limited to \$20.

10.3 The Municipality and the CLEC 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 CLEC or the Municipality, as the case may be, on request.

## **11. TERM AND RENEWAL**

11.1 This Agreement shall be effective as of the date the CLEC executes Schedule "A" forming part of this Agreement, and shall expire on April 1, 2008.

11.2 The term of this agreement shall be automatically renewed for successive periods of five (5) years after the initial term, as stipulated in 11.1.

11.3 The term of this Agreement shall be in force unless one party gives to the other at least six (6) months' written notice of termination prior to the end of the said term.

11.4 Notwithstanding Section 11.1, this Agreement shall automatically terminate on the same date as:

- (i) The E9-1-1 Service Provider ceases to provide an E 9-1-1 emergency calling service to the Municipality, or,
- (ii) The CLEC ceases to employ the E9-1-1 facilities of the E-9-1-1 Service Provider, in that it will provide its own E9-1-1 Emergency Calling Service.

## **12. FORCE MAJEURE**

12.1 Neither the CLEC nor the Municipality will 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, decisions or regulatory authorities, and, generally, as a result of any event that is beyond the Municipality's or the CLEC's reasonable control.

12.2 In the event of a disaster or force majeure, the CLEC and the Municipality will cooperate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

12.3 The Municipality may designate a back up Call Answer Centre to which E9-1-1 calls will be directed in the event that the primary Public Safety Answering Point is unable to accept the calls, for any reason.

12.4 The costs required to provide temporary replacement service will be borne according to the sharing of obligations between the CLEC and the Municipality, as indicated in Article 4 of this Agreement.

## **13. WAIVER**

13.1 The failure of either party to require the performance of any obligation hereunder, or the waiver of any obligation in a specific instance, will not be interpreted as a general waiver of any of the obligations, hereunder, which will continue to remain in full force and effect.

## **14. RELATIONSHIP TO THE PARTIES**

14.1 This Agreement will not create nor will it be interpreted as creating any association, partnership, any employment relationship or any agency relationship between the parties.

## **15. ENTIRE AGREEMENT**

15.1 Except as otherwise stated herein, this Agreement constitutes the entire agreement of the parties and supersedes any previous agreement, whether written or verbal. Should any provision of this Agreement be declared null, void or inoperative, the remainder of the Agreement will remain in full force and effect.

15.2 The parties agree that Articles 1,6,10,12,14,15,16 and 17 of this Agreement shall survive and remain in force notwithstanding the expiration or termination of this Agreement.

15.3 It is expressly understood that this Agreement and E9-1-1 Calling Service are subject to such terms and conditions as the CRTC or its successors may impose from time to time.

## **16. ARBITRATION CLAUSE**

16.1 Except with respect to any matter within the jurisdiction of the Commission, any dispute or disagreement that may occur pursuant to this Agreement will be settled in a binding manner by way of arbitration in accordance with the *Arbitration's Act*, 1991 (Ontario), as amended. Each party will bear its own costs of arbitration. All decisions of the arbitrator(s) are fully binding and enforceable upon the parties.

**17. NOTICES**

17.1 Any notice required pursuant to this Agreement shall be in writing and delivered personally, by courier, or sent by registered mail (with proper postage), to, in the case of notice to the Municipality, the address listed below, and in the case of the CLEC, the address listed in Schedule "A", or to such other address as either party may indicate to the other. In the event of a strike or other disruption of postal service, or an anticipated strike or disruption, delivery either personally or by courier only, will be effective.

**Notice to the Municipality:**

City Clerk  
City Hall  
500 George Street North  
Peterborough, ON K9H 3R9

**18. APPLICABLE LAW**

18.1 This Agreement shall be governed by the laws of the Province of Ontario and Canada.

**SIGNED, SEALED AND DELIVERED**

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**THE CORPORATION OF  
THE CITY OF PETERBOROUGH**

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**D. Paul Ayotte, Mayor**

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**Nancy Wright-Laking, City Clerk**



**SCHEDULE B**

**Location of Public Safety Answering Point and Emergency Response Agencies (ERA's)**

**Public Safety Answering Point**

Contact:  
Address:  
Phone:  
Fax:

**Back-up Public Safety Answering:**

Contact:  
Address:  
Phone:  
Fax:

**Fire:** ERA Detail per Schedule D

**Ambulance:** ERA Detail per Schedule D

**Police:** ERA Detail per Schedule D

**Municipal:** Detail per Schedule C

**SCHEDULE C**

**Municipal Contacts**

**911 Contact Information:**

***Main Municipal Contact:***

***Address:***

***Phone:***

***Fax:***

***Municipal Address Co-ordinator:***

***Address:***

***Phone:***

***Fax:***

**SCHEDULE D**

**Serving Areas and Emergency Service Zones**

Per attached Service Address Control Group documents.