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218	<b>Enhanced Community Notification Service - Information Service</b>	

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218.1	<b>Service Description</b>	

Enhanced Community Notification Service - Information Service provides a municipality, regional district, or other government authority (the “Authority”) access to certain information in the E9-1-1 Database for the purpose of providing emergency public alerts using a telephone-based community notification service.

Under this arrangement, the Authority is provided access to a secure web portal which facilitates access to telephone numbers and addresses of telephone subscribers located in the geographic region served by the Authority. The telephone numbers and addresses are made available for use by the Authority to provide emergency public alerts.

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218.2	<b>Definitions</b>	

“**Authority**” means the public authority with a specific mandate for public safety in the geographic region that encompasses the Emergency Service Zones defined by the Authority for Provincial E9-1-1 service;

“**Authorized Administrator**” means a PSAP operated by the Authority or contracted by the Authority to serve as the interface between the Authority and TELUS with respect to Enhanced Community Notification Service - Information Service;

“**CNS Provider**” means the party contracted by the Authority to deliver eCNS Alerts. Using eCNS Information, the CNS Provider will utilize an outbound call system to deliver eCNS Alerts to Subscribers in eCNS Alert Areas;

“**CRTC**” means the Canadian Radio-television and Telecommunications Commission;

“**E9-1-1 Agreement**” means the agreement between the Authority and TELUS relating to the provision of Provincial 9-1-1 Service;

“**E9-1-1 Database**” means the database maintained by TELUS containing Subscriber information that is utilized by TELUS in processing calls to the 3-digit emergency telephone number 9-1-1. Certain information in the E9-1-1 Database and/or made available through access to information in the E9-1-1 Database is made available to a PSAP as part of Provincial 9-1-1 Service;

“**eCNS Alert**” means a telephonic alert message or a series of messages issued by the Authority in response to an Emergency in a eCNS Alert Area;

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ITEM 218.2 **Definitions – Continued**

“**eCNS Alert Area**” means the Emergency Service Zones identified by the Authority as being affected by an Emergency and in which it is appropriate to issue an eCNS Alert. The Emergency Service Zones identified by the Authority must be in the geographic area served by the Authority;

“**eCNS Information**” refers to the telephone numbers and associated addresses for Subscribers located in the Emergency Service Zones in the geographic area served by the Authority. eCNS Information is extracted by TELUS from the E9-1-1 Database. eCNS Information does not include non-dialable telephone numbers such as pay telephone numbers, wireless emergency service routing digits, or wireless or non-fixed voice over Internet protocol (“VoIP”) telephone numbers. eCNS Information may be enriched with supplemental geographic information for the sole purpose of improving Enhanced Community Notification Service delivery. eCNS Information may not be enriched with additional personal information of Subscribers. eCNS Information for a particular Emergency consists of telephone numbers and associated addresses for Subscribers located in the eCNS Alert Area;

“**Emergency**” means an imminent or unfolding danger that threatens the life, health or security of an individual as determined by the Authority;

“**Emergency Service Zone**” means an area in the geographic region served by the Authority used to identify the designated PSAP as well as the designated emergency response agencies that provide services associated with Provincial 9-1-1 Service;

“**Enhanced Community Notification Service**” or “**eCNS**” means a telephone-based community notification service that provides emergency public alerts. Enhanced Community Notification Service is provided by the Authority;

“**Provincial 9-1-1 Service**” means the arrangement between the Authority and TELUS which facilitates calls to the 3-digit emergency telephone number 9-1-1 being routed and transferred to a Public Safety Answering Point as directed by the Authority. Provincial 9-1-1 Service is provided to the Authority pursuant to Tariff Item 203 of TELUS’ General Tariff (CRTC 21461), Provincial 9-1-1 Service, and the E9-1-1 Agreement.

“**PSAP**” or “**Public Safety Answering Point**” means a communication centre responsible for, amongst other things, answering inbound calls to the 3-digit emergency telephone number 9-1-1, and redirecting or transferring the calls to the appropriate emergency response agency or emergency response service provider; and

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ITEM 218.2 **Definitions – Continued**

“**Subscriber**” means an end-user of or a subscriber to telephone services. Information relating to Subscribers is maintained by TELUS in the E9-1-1 Database. Subscribers include end-users of TELUS local telephone services and end-users of local exchange carriers who have provided end-user information to TELUS for the purposes of Provincial 9-1-1 Service.

ITEM 218.3 **Conditions of Service**

1. Enhanced Community Notification Service - Information Service is provided under the terms and conditions in this Tariff Item and the Enhanced Community Notification Service - Information Service Agreement.
2. Providing Enhanced Community Notification Service is the responsibility of the Authority and is not part of Enhanced Community Notification Service - Information Service.
3. The Authority receives E9-1-1 Service from TELUS pursuant to Item 203 of TELUS General Tariff (CRTC 21461) Provincial 9-1-1 Service and the E9-1-1 Agreement.

**Provision of eCNS Information**

4. eCNS Information shall be requested and used only in cases of Emergencies where, in the Authority’s opinion, disclosure of Subscriber information is necessary to avoid or minimize danger.
5. The Authority or an Authorized Administrator on behalf of the Authority are the only parties authorized to request eCNS Information.
6. TELUS will make eCNS Information available through access to a secure web portal. TELUS will provide the Authority with a user id and password to facilitate access to the web portal. Telephone numbers and addresses for Subscribers located in the Emergency Service Zones in the geographic area served by the Authority will be accessible by the Authority through the web portal.
7. The Authority shall implement and apply industry standard information technology precautions and best practices to the entire process of access, transmission and storage of eCNS Information (including encryption, use of firewalls, transaction/audit trail) and shall ensure the integrity of eCNS Information and protection of eCNS Information from unauthorized users during its retrieval, transmission, storage and use.

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ITEM 218.3 **Conditions of Service – Continued**

8. TELUS shall provide eCNS Information for Enhanced Community Notification Service purposes in areas where Provincial 9-1-1 Service has been implemented. If Provincial 9-1-1 Service is expanded in TELUS' territory, TELUS shall provide eCNS Information for Enhanced Community Notification Service purposes in respect of the expanded Provincial 9-1-1 Service area.

9. TELUS shall suspend or terminate the provision of eCNS Information if the CRTC determines that Enhanced Community Notification Service is being misused or used in a manner that is inconsistent with the CRTC's safeguards and that suspension or termination of Enhanced Community Notification Service is in the public interest.

10. The Authority shall ensure that the Authorized Administrator and any CNS Provider enter into non-disclosure agreements with TELUS consistent with the terms and conditions of this Tariff Item and the Enhanced Community Notification Service - Information Service Agreement. The Authority, the Authorized Administrator, and the CNS Provider may not disclose eCNS Information to any other party without consent of the CRTC.

**Use of eCNS Information**

11. The Authority shall use eCNS Information to call Subscribers in the eCNS Alert Area and, through the eCNS Alert, inform the Subscribers of the Emergency.

12. The Authority shall use eCNS Information only for purposes of the specific eCNS Alert for which it was requested.

13. The Authority shall ensure that the Authorized Administrator and any CNS Provider use eCNS Information only for purposes of the specific eCNS Alert for which it was requested.

14. The Authority, the Authorized Administrator and any CNS Provider shall delete or destroy eCNS Information once the eCNS Alert related to the Emergency has been completed.

15. The Authority shall designate to the ILEC, and limit to the extent reasonable, the authorized individuals who will be permitted access to eCNS Information.

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ITEM 218.3 **Conditions of Service – Continued**

**Notification of Enhanced Community Notification Service**

16. Before implementation of Enhanced Community Notification Service in any area (including an expanded area under condition 8), the Authority shall provide notification to residents and businesses in that area that shall:

- (a) include the same information contained in TELUS' printed bill messages under condition 18;
- (b) inform the public to refrain from calling the 3-digit emergency telephone number 9-1-1 unless there is a bona fide emergency or need;
- (c) inform the public that those seeking additional information about an Emergency will be directed to pre-designated call centres; and
- (d) include measures to ensure that vulnerable populations, such as the elderly, those with sensory impairments, or those with language or cultural impediments, are effectively reached.

17. The Authority shall provide TELUS with a copy of the notification sent to residents and businesses in accordance with condition 16. TELUS will notify the local exchange carriers who have provided TELUS with Subscriber information for inclusion in the E9-1-1 Database of implementation of Enhanced Community Notification Service by the Authority in order that the local exchange carriers can inform affected Subscribers who are end-users of the local exchange carriers about the implementation of Enhanced Community Notification Service by the Authority. TELUS will provide the local exchange carriers with the notification the Authority sent to residents and businesses in accordance with condition 16.

18. TELUS shall provide printed bill messages to Subscribers who are TELUS end-users in the Emergency Service Zones in the geographic area served by the Authority. The printed bill message shall contain the following:

- (a) an overview of Enhanced Community Notification Service;
- (b) a notice that telephone numbers and addresses of listed and unlisted Subscribers may be used or disclosed as part of Enhanced Community Notification Service;
- (c) the identity of the Authority implementing Enhanced Community Notification Service;
- (d) an overview of the circumstances justifying the use of Enhanced Community Notification Service;
- (e) the limitations of Enhanced Community Notification Service, such as exclusion of wireless and nomadic VoIP numbers and areas that do not have enhanced 9-1-1 services from eCNS Alerts;
- (f) the timing of Enhanced Community Notification Service implementation; and
- (g) contact information for the Authority.

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ITEM 218.3 **Conditions of Service – Continued**

**Annual Report**

19. During each year of the term of the arrangement involving the Authority and TELUS relating to the provision of Enhanced Community Notification Service - Information Service, within thirty (30) days of the anniversary of the Enhanced Community Notification Service - Information Service Agreement, the Authority shall submit a report to TELUS. The report shall include for each use of Enhanced Community Notification Service:

- (a) the date of the eCNS Alert;
- (b) the start and end times of the eCNS Alert;
- (c) the reason for Enhanced Community Notification Service activation and the area affected;
- (d) the identity of the Authority, the Authorized Administrator, the CNS Provider and incumbent local exchange carrier involved in the initiation and operation of Enhanced Community Notification Service; and
- (e) a written copy of the message that was transmitted to the public.

**Limitation of Liability**

20. TELUS shall not be held liable for the implementation decisions with respect to eCNS – Information Service made by other parties.

21. TELUS' liability for errors in eCNS Information is subject to the limitation of liability in TELUS' General Terms of Service that applies to directory errors or omissions.

22. The Authority shall indemnify and hold harmless TELUS, 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 TELUS or such persons, or which TELUS or such persons may become subject to as a result of, arising out of, or in connection with:

- (a) any use of the Information by the Authority, the Authorized Administrator, any CNS Provider or any other party provided access to the Information by the Authority, the Authorized Administrator, or any CNS Provider that is not consistent with the terms and conditions of this Agreement and the eCNS - Information Service Tariff; and
- (b) a material breach by the Authority of its obligations or any actions or inactions of the Authority, the Authorized Administrator, any CNS Provider or any other party utilized by the Authority in performing any obligations of the Authority with respect to eCNS - Information Service and Enhanced Community Notification Service.

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**Enhanced Community Notification Service – Information Service - Continued**

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**Conditions of Service – Continued**

23. TELUS shall indemnify and hold harmless the Authority, 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 the Authority or such persons, or which the Authority or such persons may become subject to as a result of, arising out of, or in connection with a material breach by TELUS of its obligations with respect to eCNS - Information Service.

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**Rates**

The Authority shall pay to TELUS the following rates for Enhanced Community Notification Service - Information Service:

<b>Enhanced Community Notification Service – Information Service</b>	<b>Monthly Rate</b>
<b>Basic Rate</b> - per each municipality, First Nation, Métis Settlement and Regional District either when subscribing per an independent web portal access account or when up to three municipalities, First Nations, Métis Settlements or Regional Districts in a region have a common Authorized Administrator and subscribe to eCNS - Information Service per a common web portal access account.	\$450.00
<b>Regional Rate</b> - per each municipality, First Nation, Métis Settlement and Regional District when more than three municipalities, First Nations, Métis Settlements or Regional Districts in a region have a common Authorized Administrator and subscribe to eCNS - Information Service per a common web portal access account.	\$290.00