



REGIONAL DISTRICT OF NORTH OKANAGAN

COMMITTEE OF THE WHOLE MEETING

Wednesday, March 16, 2011

3:00 p.m.

AGENDA

A. APPROVAL OF AGENDA

1. Committee of the Whole – March 16, 2011

RECOMMENDATION 1

(Unweighted Corporate Vote – Simple Majority)

That the Agenda of the March 16, 2011 regular meeting of the Committee of the Whole be approved as presented.

B. NEW BUSINESS

1. 911 Call Answer Levy

- Staff report dated February 8, 2011

RECOMMENDATION 2

Page 001

(Weighted Stakeholder Vote – Includes All)

That it be recommended to the Board of Directors that the report from the Community Protective Services Manager dated February 8, 2011 regarding 911 Call Answer Levy (CAL) be received for information; and further,

That staff be authorized to terminate the existing Call Answer Levy agreement with Bell West Inc.; and further,

That staff be directed to monitor the evolution of Call Answer Levy agreements and bring forward a recommendation when appropriate.

C. ADJOURNMENT



REGIONAL DISTRICT
of
NORTH OKANAGAN

REPORT

File No.:7150.01

TO: Committee of the Whole
FROM: Ron Baker, Community Protective Services Manager
DATE: February 8, 2011
SUBJECT: 9-1-1 Call Answer Levy (CAL)

RECOMMENDATION:

That it be recommended to the Board that 9-1-1 Call Answer Levy (CAL) Report dated February 8, 2011 be received for information and further that staff be authorized to terminate the existing CAL agreement with Bell West Inc.: and further that staff be directed to monitor the evolution of CAL agreements and bring forward a recommendation when appropriate.

BACKGROUND:

Since 1998 local authorities and local exchange carriers (wireline only) have had the option to enter into CAL agreements. These agreements make it possible to collect from subscribers by way of monthly invoice, costs of providing 9-1-1 service. Such charges are independent of 9-1-1 network charges collected by the carrier for infrastructure.

The maximum levy approved for CAL agreements by the Canadian Radio-television Telecommunications Commission (CRTC) is presently \$0.73 per month per subscriber, of which \$0.07 is retained by the carrier for administration, the balance payable to the local authority.

Some local authorities such as Fraser Valley Regional District have moved to CAL as the primary mechanism of funding 9-1-1 service thereby minimizing the need for requisition funding. The two most compelling arguments in favour of this funding approach are:

- Fairness: since telephone is the mechanism used to access 9-1-1 service, it is seen as a more appropriate mechanism than property taxation for paying for the service. Additionally certain lands may be exempt from taxation yet the service is typically available region wide.
- Alternative revenue source which reduces the need for taxation

RDNO entered into a CAL agreement with Bell West Inc (now Bell Canada) in October 2002. Bell West is referred to as a Competitive Local Exchange Carrier (CLEC) which utilizes the infrastructure provided by Telus, known as the Incumbent Local Exchange Carrier (ILEC). A particularly puzzling aspect of this agreement is the assignment by RDNO of its rights to revenue back to Bell. (see Appendix A, Schedule B). Recent discussions with Bell Canada's Jeff White, contract administrator failed to explain the intent or logic of such an assignment. One possible explanation is that the assignment was intended to be temporary while RDNO concluded similar arrangements with other local carriers. Section 6.1.3.2 of the agreement is a

condition whereby the CAL must be imposed equally on all local subscribers. Clearly no carrier wants its subscribers to be singled out for charges not applicable to others. There is no evidence however that any similar agreements were concluded by RDNO and the CAO of the day, Barry Gagnon could not clarify the intent or provide further insights.

The initial term of the agreement was 5 years subject to annual renewal thereafter unless cancelled by either party. Since not cancelled the agreement is current.

ISSUES:

1. **Existing CAL Agreement:** :- since no other CAL agreements have been concluded in the North Okanagan and therefore no other subscribers pay the levy, staff should be either directed to terminate the existing agreement or enter into similar agreements with all other local carriers. Staff's recommendation is to terminate the sole existing agreement with Bell for the present time.

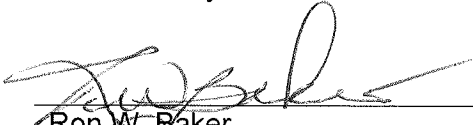
2. **Wireline vs. Wireless:** - Currently there is no parallel agreement process for wireless carriers. The CRTC has avoided requiring wireless carriers to enter into CAL agreements. Wireless subscribers account for more than 50% of all phones and the ratio is steadily moving towards wireless.
 - a. The wireless Industry is resisting a Bylaw initiative by the RD of Nanaimo to require local wireless CAL agreements.
 - b. Ken Vance, UBCM has had discussions with Industry and there is a sense that if the initiative was Province wide with one standard levy, the Industry may be more willing to negotiate. Industry would expect an administration fee of \$0.07, the same rate as in existing wireline CAL agreements.
 - c. A standard levy may be problematic for some jurisdictions with a very large subscriber base (e.g. Vancouver). The generated revenue may exceed the revenue requirement. Additionally, the levy for wireline subscribers which may be adjusted by the local authority would likely be different than the standard Province wide levy on wireless subscribers, a fact that undermines the "fairness" objective in going to a CAL model.

3. **Revenue Neutrality vs. Cost Neutrality:** - The objective of simply funding costs of providing 9-1-1 service through CAL, thereby reducing tax requisition is intended to be revenue neutral. It is however unlikely to be cost neutral from the consumer/ taxpayer perspective. The additional \$0.07 per month for carrier administration plus administration of multiple contracts by the local authority and potential costs of a province wide agency to oversee the wireless CAL agreements are all incremental costs ultimately paid by users.

DISCUSSION:

RDNO has both short and longer term decisions to make. With a relatively small (\$150K) annual budget for 9-1-1 service, it may be best to monitor the evolution of CAL agreements and decide at a later time if appropriate for RDNO and its constituents.

Submitted by:



Ron W. Baker
Community Protective Services Manager

Reviewed and endorsed by:



Leah Mellott, Acting General Manager
Corporate and Electoral Area Services

Approved for inclusion:



Greg Betts
Administrator

**AGREEMENT TO COLLECT CALL-ANSWER LEVY IN BRITISH COLUMBIA
FOR P9-1-1 EMERGENCY CALLING SERVICE**

This Agreement made effective this 1st day of October 2002

BETWEEN

REGIONAL DISTRICT of NORTH OKANAGAN
(hereinafter referred to as the "Regional District")

and

Each Competitive Local Exchange Carrier
identified in each Schedule "A" to this Agreement
(hereinafter referred to as "CLEC")

WHEREAS the CLEC and the Regional District have entered into an *Agreement for the Provision of P9-1-1 Emergency Calling Service in British Columbia*;

WHEREAS all Local Subscribers within the Regional District's boundaries will have access to Provincial 9-1-1 service provided by the CLEC;

WHEREAS the Regional District will incur costs to deliver and utilize, itself or through a third party, a centralized Call Answer service designed to receive P9-1-1 calls made by Local Subscribers within the Regional District's boundaries;

WHEREAS the Regional District wishes to charge Local Subscribers a user fee for each Exchange Service equipped for outward calling, with the said user fee to be known as a Call-Answer Levy, to recover part of the P9-1-1 Call Answer costs; and

WHEREAS the Regional District intends to use the CLEC as billing and collection agent for this Call-Answer Levy;

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree, by the Regional District signing this Agreement and the CLEC signing a Schedule "A" to this Agreement, as follows:

1. Definitions:

For the purposes of this Agreement, in addition to any terms defined parenthetically, the following terms have the meanings defined below:

1.1 "Accounts Receivable":

The amounts which are owed to the Regional District by Local Subscribers through the imposition of the Call-Answer Levy.

- 1.2 “ALI”: Automatic Location Identification:
The P9-1-1 system’s capability to automatically identify the location of the telephone being used by the caller and to provide a display of this location at the Call Answer Centre.
- 1.3 “ANI”: Automatic Number Identification:
The P9-1-1 system’s capability to automatically identify the calling telephone number and to provide a display of that number at the Call Answer Centre.
- 1.4 “Billing and Collection Fee”:
The portion of the Call-Answer Levy that the CLEC may retain as compensation for the services provided to the Regional District under this Agreement, including the collecting of the Call-Answer Levy, forwarding the appropriate amount to the Regional District, the designated Call Answer Centre or other appropriate entity, paying appropriate taxes to the appropriate agencies and providing the required reports.
- 1.5 “Call Answer”:
The act of answering a 9-1-1 call, determining the type of Emergency Response Agency (“ERA”) required, and transferring the call to that agency.
- 1.6 “Call Answer Centre”:
A communications facility open 24 hours a day, 365 days a year, and responsible for redirecting or transferring emergency calls to ERAs. The Call Answer Centre 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”).
- 1.7 “Call-Answer Levy”:
The monthly charge the Regional District imposes or requires to be paid by each Local Subscriber within its Serving Area for answering P9-1-1 calls and includes the Billing and Collection Fee.
- 1.8 “Commission”:
The Canadian Radio-television and Telecommunications Commission (CRTC) and its successors.
- 1.9 “ECS” or “P9-1-1 ECS” or “P9-1-1 Emergency Calling Service”:
The P9-1-1 emergency calling service or system which provides each Local Subscriber with three digit dial access (9-1-1) to Emergency Response Agencies (“ERAs”) through the Call Answer Centre.
- 1.10 “ERA”: “Emergency Response Agency”:

A communication centre to which emergency calls are transferred from the Call Answer Centre, and which is responsible for dispatching one of the three types of emergency personnel and apparatus (emergency medical, fire or law enforcement).

- 1.11 “ESZ”: Emergency Service Zone:
A defined area consisting of a specific combination of municipality, law enforcement, fire, emergency medical and Call Answer Centre coverage areas.
- 1.12 “Exchange Service”:
Any local telecommunications service offered directly or indirectly by the CLEC to its end user subscribers and is capable of outward dialing.
- 1.13 “ILEC”: Incumbent Local Exchange Carrier:
The company that operates the P9-1-1 platform or switching station which connects to the Regional District at its designated Call Answer Centre or PSAP, currently being TELUS Communications Inc., or its successors or assigns.
- 1.14 “Local Subscriber”:
An end user subscriber located within the Regional District’s boundaries who subscribes to a CLEC Exchange Service.
- 1.15 “P9-1-1” or “Provincial 9-1-1”:
A telephone system on a provincial network platform with enhanced features, including but not limited to ANI, ALI and Selective Routing and Transfer, to facilitate appropriate emergency response.
- 1.16 “P9-1-1 Database”:
The database operated by the P9-1-1 Service Provider that contains street names, addresses, routing codes and other data required for the management of Selective Routing and Transfer, ALI and ANI.
- 1.17 “P9-1-1 Service Provider”:
The Incumbent Local Exchange Carrier (ILEC) that provides P9-1-1 service to the Regional District at its designated Call Answer Centre pursuant to a tariff or agreement through which access to P9-1-1 emergency calling is made available.
- 1.18 “Selective Routing and Transfer”:
A feature that automatically routes a P9-1-1 call to the appropriate Call Answer Centre and facilitates the transfer of the P9-1-1 call to the appropriate ERA based upon the ALI of the caller.
- 1.19 “Serving Area”:

The area within the Regional District's boundaries, as determined by the Regional District, from which P9-1-1 calls will be directed to a particular Call Answer Centre.

2. Authorization

- 2.1 The Regional District represents and warrants to CLEC that it has the authority to designate the CLEC as an agent of the Regional District to perform the billing and collecting functions described in this Agreement on behalf of the Regional District.
- 2.2 The Regional District hereby expressly authorizes the CLEC to act as the Regional District's agent to perform the billing and collecting functions described in this Agreement and to refer orally or in writing to the Regional District's name to explain the nature of the Call-Answer Levy billed and collected by the CLEC as agent for the Regional District.

3. Billing Procedures

- 3.1 Each month, the CLEC may bill its Local Subscribers within the Serving Area, in the monthly bill for telecommunications products and services provided by the CLEC, the amount of the Call-Answer Levy or some portion thereof in respect of that month. The monthly bill will identify the amount of the Call-Answer Levy or portion thereof so billed as a separate charge and the bill will also indicate that the CLEC is billing the Call-Answer Levy or portion thereof as an agent for the Regional District.
- 3.2 Notwithstanding any decision by the CLEC only to bill part of the Call-Answer Levy to its Local Subscribers or any subset thereof, or not to bill any part of the Call-Answer Levy to those customers or any subset thereof in any given month, the CLEC shall be deemed to have billed the full amount of the Call-Answer Levy to its Local Subscribers every month and the CLEC shall owe and be responsible for remitting to the Regional District the amounts described in section 4.1 hereof in the manner and according to the timing described therein.
- 3.3 If the CLEC commits any errors in the establishment of the monthly bill, its responsibility to correct said error is limited to bringing the necessary correction to the next bill or summary and remitting amounts due to the Regional District as identified in section 4.1.

4. Remittance

- 4.1 The CLEC agrees to remit to the Regional District or its assignee, within 30 days after the end of the month for which the Call-Answer Levy was billed by the CLEC:

- 4.1.1 the Call-Answer Levy multiplied by the number of Exchange Services serviced by the CLEC in the P9-1-1 Database, within the Serving Area, at the time of billing; less
- 4.1.2 the Billing and Collection Fee multiplied by the number of Exchange Services serviced by the CLEC in the P9-1-1 Database, within the Serving Area, at the time of billing.
- 4.2 The Regional District may assign its rights to the amounts described in section 4.1 to the Call Answer Centre or other appropriate entity, provided that the Regional District gives to the CLEC at least sixty (60) days written notice of its intention to assign the rights to the Call Answer Centre or other appropriate entity. Upon the expiration of the notice period, CLEC will remit the amounts indicated in section 4.1 to the Call Answer Centre or other appropriate entity until otherwise indicated in writing by the Regional District.
- 4.3 The Regional District represents and warrants that it has the authority to sell, assign, transfer and set over unto the CLEC all rights, title and interests in any Accounts Receivable with respect to the Call-Answer Levy owed by Local Subscribers each month, and subject to the CLEC's obligations set out in section 4.1 hereby sells, assigns, transfers and sets over all such rights, title and interests in the Accounts Receivable to the CLEC.
- 4.4 If the CLEC is unable to collect the Call-Answer Levy from any Local Subscribers for a particular monthly billing period, the CLEC will not be required to remit to the Regional District a Call-Answer Levy in respect of such Local Subscribers, and the amount determined under section 4.1 may be reduced accordingly. The CLEC shall provide to the Regional District reasonable information as to such Local Subscribers it has been unable to collect the Call-Answer Levy from.
- 4.5 All amounts remaining unpaid by the CLEC to the Regional District or its assignee by the date set out in section 4.1 will carry interest at the same rate as the CLEC imposes on its subscribers in similar circumstances.

5. CLEC Rights and Obligations

- 5.1 The CLEC has the right to do all acts necessary to protect and maintain the value of the CLEC's interests relative to the Call-Answer Levy identified in this Agreement.

6. Regional District's Rights and Obligations

- 6.1 The Regional District represents and warrants that:

- 6.1.1 it has the authority to enter into this Agreement;
- 6.1.2 it has the authority to impose the Call-Answer Levy as defined in this Agreement on all Local Subscribers; and
- 6.1.3 it has passed a bylaw or resolution, or has otherwise duly provided for:
 - 6.1.3.1 requiring the providing of P9-1-1 Emergency Calling Service to all Local Subscribers within the Regional District; and
 - 6.1.3.2 imposing the Call-Answer Levy as defined in this Agreement on all Local Subscribers.

7. Taxes

- 7.1 The Regional District is responsible for informing the CLEC of all applicable taxes and the rates in respect thereof which must be applied to the Call-Answer Levy. CLEC shall bill the taxes to the Local Subscriber and shall remit such taxes to the appropriate authorities. The Regional District agrees to save the CLEC harmless from any claims arising in connection with the remittance of such taxes, subject to exceptions as described in section 13.1.

8. Reporting

- 8.1 At the same time that the CLEC remits the amount required under section 4.1, the CLEC will remit to the Regional District or its assignee a report indicating the amount billed with respect to the Call-Answer Levy for the Regional District and the Billing and Collection Fee charged to the Regional District. Taxes, levies or duties or similar charges, where applicable, will be itemized separately.
- 8.2 The reports will be considered accurate, unless the Regional District advises the CLEC of errors within ninety (90) days of the end of the fiscal year in which the reports were remitted. On this account, the Regional District may have these reports verified by auditors of their choice at the Regional District's expense. The Regional District acknowledges that the information upon which the reports are based changes constantly and cannot be retained by the CLEC.
- 8.3 If the parties identify an error, they will establish the amount and render compensation if due. The party who is owed, if there is one, will be reimbursed making adjustments to the amount of the next remittance, whether the amounts are due to the Regional District or to the CLEC.

9. Resolution of Disputes

9.1 Except with respect to any matter within the jurisdiction of the Commission, any dispute or disagreement that may occur pursuant to this Agreement is to be dealt with by the two parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means until such dispute or disagreement is resolved. The means to be used are:

1. negotiation;
2. mediation; or
3. arbitration.

Except for purposes of preserving a limitation period or obtaining an interim order or remedy where reasonably necessary, the parties agree that legal proceedings shall be avoided until the procedures in this section have been tried and used in good faith in the order listed, as the parties recognize that among other aspects of legal proceedings, they are public. Any arbitration shall be settled by a single arbitrator under the Rules of the British Columbia Arbitration and Mediation Institute, and shall be held in British Columbia.

10. Term and Renewal

10.1 This Agreement shall be effective as of the effective date shown at the beginning of this document and continue for a term of five (5) years.

10.2 The term of this Agreement shall be automatically renewed and extended and remain effective for successive further periods of one (1) year each unless one party gives to the other at least six (6) months written notice of the termination prior to the end of the initial term or any renewal period.

10.3 If either party materially breaches this Agreement, the party not in breach may give to the other party written notice specifying the breach and, if within a period of seven (7) days the breach is not remedied, or, in the case of a breach which cannot reasonably be remedied within such period, the party not in breach has not accepted a schedule for remedying the breach, the party not in breach may, by a further written notice, terminate this Agreement immediately without penalty.

11. Force Majeure

11.1 Neither the CLEC nor the Regional District will be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, fire, floods, strikes, or as a result of decisions by civilian or military authorities, decisions of regulatory authorities, or generally, as a result of any event that is beyond the Regional District's or the CLEC's reasonable control.

12. Waiver

- 11.1 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.

13. Liability and Insurance

- 13.1 The Regional District agrees to indemnify and save harmless the CLEC from and against any and all losses, claims, demands, actions, costs and damages including reasonable legal fees and disbursements (hereinafter collectively referred to as "Claims") arising directly or indirectly from any act or omission of the Regional District, or the reasonable acts or omissions of the CLEC as the Regional District's billing and collection agent in connection with the provision of services or facilities to be provided on behalf of the Regional District pursuant to this Agreement, and undertakes to defend any legal action arising from such Claims at its own cost. Notwithstanding the foregoing, the Regional District shall not be responsible to the extent that any Claims were caused or contributed to by the negligence, gross negligence, or wilful misconduct by or on behalf of the CLEC, and the CLEC shall be responsible for, and indemnify the Regional District from and against the consequences of the negligence, gross negligence, or willful misconduct by or on behalf of the CLEC.

- 13.2 During the term of this Agreement, each of the Regional District and the CLEC shall maintain sufficient insurance to cover their respective obligations under this Agreement and will provide evidence of same to the other party hereto, on request.

14. Entire Agreement

- 14.1 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. Regulatory Approval and Fees

- 15.1 It is expressly understood that this Agreement is subject to the approval of the Commission as well as such terms and conditions as the Commission or its successors may impose from time to time.
- 15.2 The fees that are to be charged under this Agreement are as follows:

15.2.1 Call-Answer Levy per Exchange Service per month \$.66

15.2.2 Billing and Collection Fee per Exchange Service per month \$.07

15.3 Unless otherwise agreed to by the parties, or unless otherwise mandated by the Commission, the parties undertake to ensure on an ongoing basis that the fees cited in sections 15.2.1 and 15.2.2 are equal for both the ILEC and the CLEC.

15.4 In making any future changes to the fee cited in section 15.2.1, the Regional District will endeavour to establish a Call-Answer Fee that is fair, reasonable and balanced. The ILEC and CLEC will be included in determining this revised fee. The fee will be changed no more than once during a calendar year.

15.5 The CLEC acknowledges and accepts that any future changes to the fee cited in section 15.2.2 are subject to Commission approval by way of an ILEC tariff filing.

16. Relationship to the Parties

16.1 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.

17. Notice

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

The Regional District of Central Okanagan

c/o

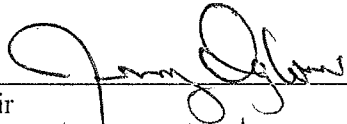
18. Confidential Information

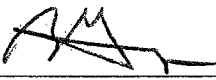
- 18.1 The parties acknowledge that they are subject to the provisions regarding confidential information pursuant to section 6 of the *Agreement for the Provision of P9-1-1 Emergency Calling Service in British Columbia*.
- 18.2 The parties further agree that information of a proprietary nature belonging to the disclosing party (hereinafter referred to as "Confidential Information") that is received by a party in the course of, or in carrying out, this Agreement will be kept confidential and not disclosed, used or reproduced by the receiving party to any other parties or used for any other purpose whatsoever, except as may be reasonably required by any such employees, servants, agents, assigns, or contractors of the receiving party as have a need to have access to and the use of such Confidential Information for purposes under this Agreement, or reasonably connected with this Agreement such as following up with any Local Subscribers who have not paid any Call-Answer Levy, or as reasonably required under the *Agreement for the Provision of P9-1-1 Emergency Calling Service in British Columbia*.
- 18.3 Confidential Information shall not include, and neither party shall be under any obligation to maintain in confidence, any information disclosed to it by the other party to the extent that such information:
1. is in the public domain at the time of disclosure;
 2. following disclosure becomes generally known or available through no action or omission on the part of the receiving party
 3. is furnished to others by the disclosing party without restriction or disclosure
 4. is known, or becomes known, to the receiving party from a source other than the disclosing party provided that disclosure by such source is not in breach of a confidentiality agreement with the disclosing party
 5. is independently developed by the receiving party without violating any of its obligations under this Agreement; or
 6. is legally required to be disclosed by a duly authorized judicial, administrative or governmental body, provided however that prompt notice of such requirement shall have been given to the disclosing party such that the disclosing party shall be afforded the reasonable opportunity to pursue and exhaust reasonable remedies against such legal requirement.
- 18.4 The parties shall each abide by all applicable federal and provincial legislation with respect to the protection of privacy in effect from time to time.
- 19. Governing Law**
- 19.1 This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada, applicable therein.

IN WITNESS WHEREOF the Regional District has affixed its corporate seal, attested by the hands of its respective officers duly authorized in that behalf this 11TH day of SEPTEMBER, 2002.

SIGNED, SEALED AND DELIVERED

THE REGIONAL DISTRICT OF NORTH OKANAGAN

Per: 
VICE Chair
JERRY OGLOW

Per: 
Chief Administrative Officer
BARRY GAGNON

SCHEDULE "A"

1. This Schedule "A" is to be attached to and form part of the *Agreement to Collect Call-Answer Levy in British Columbia for P9-1-1 Emergency Calling Service* effective as of the 1st day of October, 2002, between the **Regional District** and the Competitive Local Exchange Carrier ("CLEC") identified below (such agreement hereinafter being referred to as the "Agreement").
2. Upon execution of this Schedule "A" and its delivery to the Regional District, the CLEC agrees that it will be subject to and bound by the terms and conditions of the Agreement in the same manner it would be had it executed the Agreement directly.
3. The CLEC's address for notice is:

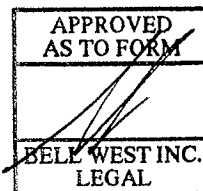
c/o Bell West Inc.
2100, 111 - 5th Avenue S.W.
Calgary AB T2P 3Y6

IN WITNESS WHEREOF the CLEC has affixed its corporate seal, attested by the hands of its officers duly authorized in that behalf, or otherwise duly executed this document, this 14th day of October, 2002

SIGNED, SEALED AND DELIVERED

BELL WEST INC.

Per: [Signature] (seal)



for: [Signature]
Bill Enns, VP Network Operations

SCHEDULE "B"

Call-Answer Levy Billing Area

The area within which the Call-Answer Levy applies is composed of the Emergency Service Zone(s) listed below. This/these Emergency Service Zone(s) is/are defined in Schedule "D" of the *Agreement for the Provision of P9-1-1 Emergency Calling Service in British Columbia* entered into by the CLEC and the Regional District.

ESZ(s): As Attached and dated

Assignee

The Regional District assigns its rights to its portion of the Call-Answer Levy to:

Assignee: Mr. Russell Rath, Bell West

Address: 2100, 111 – 15th S.W.

Calgary, Ab T2P 3Y6

Phone: 403-410-8889

Fax: 403-410-4026

E-mail: russell.rath@bell.ca

SCHEDULE "D"

MUNICIPALITY	ESZ
Okanagan	5003