
ACCESS SERVICES TARIFF

PRIMARY INTEREXCHANGE CARRIER AND CUSTOMER ACCOUNT RECORD CHANGE (PIC/CARE)

NOTE: In accordance with the determinations set out by the Commission in Telecom Regulatory Policy CRTC 2017-11, all persons who offer and provide any telecommunications services who are not Canadian carriers as defined in the Telecommunications Act shall:

- (1) register with the Commission prior to receiving service from the Company;
- (2) ensure that all of their own wholesale customers and subordinate wholesale customers have registered with the Commission prior to receiving telecommunications services; and
- (3) abide by the obligations set out in the Appendix to Telecom Regulatory Policy CRTC 2017-11 as well as any subsequent requirements as may be set out by the Commission from time to time and ensure that all of their own wholesale customers and subordinate wholesale customers abide by these requirements.

1. Definitions

For the purposes of this Tariff:

1.01 CARE is Customer Account Record Exchange

1.02 Interconnecting Circuit means a circuit or path that connects an IXC's facility to a facility of the Company to provide access to the Company's public switched telephone network (PSTN). An interconnecting circuit may connect:

- (a) an IXC's facility to a Company Central Office to which customer lines are directly connected (end office); or
- (b) a Company Central Office to an IXC's Centrex service via a Direct Inward System Access (DISA) path; or
- (c) an IXC's Centrex service to the PSTN via an outgoing Centrex PSTN connection; or
- (d) an IXC's facility to a Company Central Office to which end offices are directly connected in order to originate or terminate toll traffic (toll office).

1.03 Interexchange Carrier (IXC) means a Canadian carrier as defined in section 2 of the Telecommunications Act.

1.04 PIC is Primary Interexchange Carrier.

PRIMARY INTEREXCHANGE CARRIER AND CUSTOMER ACCOUNT RECORD CHANGE (PIC/CARE)
CONT'D

1. Definitions (cont'd)

1.05 Trunk-Side Access means any connecting arrangement provided by the Company over which calls dialed 1+, 0+, 00-, 1+950, 10XXX, 1+800/888, 01+ and 011+ can be routed to the IXC'S network and over which traffic from the IXC'S network can be routed for termination in the local PSTN.

1.06 User means a person or a member of a sharing group using a telecommunications service or facility for the person's or member's private communications needs.

2. PIC Processing

2.01 When the Interexchange Carrier (IXC) is provided with interconnecting circuits with trunk-side access arranged for Feature Group D service, the IXC can offer its subscribed customers access to its network through 1+, 0+, 01+, 011+, and 00- dialing. Such access is enabled through the identification of the IXC as the customer's Primary Interexchange Carrier (PIC). PIC selections may be specified for eligible Company-provided primary monopoly Exchange services which provide direct voice access to the Public Switched Telephone Network (PSTN) through "1+" dialing and which are provisioned in End Offices which support Feature Group D. A list of specific services is included in the PIC/CARE Manual described in C below. C

2.02 An IXC with Feature Group D service is required to establish a PIC processing account with the Company at least 60 calendar days prior to the requested commencement of PIC processing. When the account is established, the IXC must identify the PIC processing parameters and options required, as specified in the IXC'S Customer Account Record Exchange (CARE) Profile which is provided in the PIC/CARE Manual. The establishment of the PIC processing account is subject to a service charge as specified in 2.08 below. Changes to the IXC'S CARE Profile are subject to a service charge as specified in 2.08 below. Subsequent changes to these parameters and options must be provided in writing at least 30 calendar days prior to the requested date for implementation of the changes.

2.03 The Company will provide each IXC which establishes a PIC processing account with two copies of the PIC/CARE Manual. The PIC/CARE Manual reflects standards and procedures for the processing of PIC transactions between the Company and the IXC. Additional copies of the PIC/CARE Manual are provided subject to the charge as specified in 2.08 below.

2.04 PIC processing charges apply for establishing or changing the PIC selection for a customer's access line, such as for new or additional access lines, customer moves, and customer-initiated number changes. Charges for processing customer PIC transactions are assessed to the IXC selected by the customer and are as specified in 2.08 below.

N PRIMARY INTEREXCHANGE CARRIER AND CUSTOMER ACCOUNT RECORD CHANGE
(PIC/CARE) CONT'D

2. PIC Processing Cont'd

- 2.05 In the case of PIC selection changes which are disputed by the customer or an IXC on behalf of the customer, the customer's PIC selection will be reinstated to the previous PIC. The IXC must then provide evidence of customer authorization as described in the PIC /CARE Manual. If such customer authorization is not provided within 15 business days from the date of the request from the Company, the IXC will be deemed to have requested an unauthorized PIC change, and will be assessed the charge specified in 2.08 below. A PIC processing charge as described in (d) above will also be assessed to the IXC having requested the unauthorized PIC charge, to cover the reinstatement of the unauthorized PIC to the previous PIC selection.
- 2.06 To enable the IXC to validate or place PIC subscription orders at the Working Telephone Number (WTN) level, the IXC may request and obtain from the Company a detailed record transaction in CARE format of all WTNs subscribed to a specific Billing Telephone Number (BTN). Service charges apply as specified in 2.08 below.
- 2.07 To enable the IXC to perform a reconciliation between the IXC's billing records and the Company's PIC database, the IXC may request a Verification Record from the Company. Verification Record transactions are subject to the service charge specified in 2.08 below.
- 2.08 PIC processing charges are as follows:

1	Account Set-Up charge, each PIC processing account	\$742.01
2	Changes to CARE profile, each request	\$185.50
3	PIC/CARE Manual, each additional copy	\$92.76
4	PIC Processing charge, each access line	\$2.16
5	Unauthorized PIC Change charge, each access line	\$62.24
6	BTN Detail charge, each WTN provided	\$0.12
7	Verification Record charge, each access line	\$0.12

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PRIMARY INTEREXCHANGE CARRIER AND CUSTOMER ACCOUNT RECORD CHANGE (PIC/CARE) CONT'D

3. Carrier Network Profile Change

3.01 Prior to an IXC initially being provided with interconnecting circuits with trunk side access, the IXC is required to complete an Access Customer CARE Profile to select network and translation options. The Profile data is subsequently programmed into the Company's switches, as required.

3.02 Service charges, as outlined in (c) below, apply to change the selected options and change the network translations in the Company's switches associated with each impacted Carrier Identification Code (CIC) at any time subsequent to the initial programming.

3.03 The following service charges apply at each End Office switch impacted by the IXC's request.

Presubscription Indication\$99.50

N 4. Bulk Transfer of a Customer Base Between IXCs having Feature Group D Service

4.01 This service is intended for situations such as acquisitions or mergers in which one IXC with Feature Group D service (the Acquiring IXC) acquires the equal access customer base of another IXC (the Original IXC). An Acquiring IXC can request the Company to convert the customer PIC selections from the Original IXC to the Acquiring IXC on a bulk transfer basis. Prior to the processing of such a bulk customer base transfer by the Company, the Acquiring IXC must provide the Company with documentation of the Original IXC's agreement to the bulk transfer of its customer base.

4.02 An Acquiring IXC requesting a bulk transfer of another IXC's customer base must provide the Company with advance notification of such request. Depending upon the size and nature of the customer base to be transferred, the specific timing of the transfer may be subject to negotiation with the Company.

4.03 Charges for processing a request for a bulk transfer of another IXC's customer base are assessed to the Acquiring IXC. The charges consist of two components, a basic charge per request and a variable charge per access line PIC selection transferred.

4.04 Rates and Charges

(a) Basic charge, each request \$10,630.00
(b) Variable charge, each access line 4.50

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5. Customer Information Reports1. General

- 1.01 Customer Information Reports provide weekly listings of names, addresses and other information as described in 1.04 below related to orders from the Company's subscribers to install, remove or change the location of a service which will result in access line movement.
- 1.02 The information is provided in machine-readable format in the magnetic medium prescribed by the Company and is consistent in format with the Bellcore Customer Account Record Exchange (CARE) standard.
- 1.03 Reports are available under the terms and conditions of a contract that specifies the contract period and termination charges. Under this contract, the customer must subscribe for the reports. The subscription fee is specified in 3(a) below. If the contract is terminated by the customer prior to the end of the contract period, a termination charge amounting to the remaining balance of the monthly subscription fees will apply.
- 1.04 The information provided for each report entry includes:
- 1) Name
 - 2) Address
 - 3) Working Telephone Number
 - 4) Subscriber Type
 - 5) Activity Type
 - 6) Quantity of lines
 - 7) Order Date and Due Date
 - 8) Non-Listed Indicator
 - 9) Privacy Code
 - 10) Company's Order Number
 - 11) Related Order Identifier
- 1.05 To protect subscriber privacy, the customer will not engage in telemarketing when subscriber-requested privacy is indicated by the privacy code listed in 1.04 above. Information about subscribers having non-published numbers will be excluded from the reports.

5. Customer Information Reports (cont'd)

- 1.06 The customer may choose, on a monthly basis or less frequently if required, any of the following optional features:
- (1) Geographic filtering, which is the filtering of data on the basis of geographic coverage (all of the Company's operating territory or specific NPA and NXX codes).
 - (2) Subscriber filtering, which is the filtering of data on the basis of subscriber type (business/residence).
 - (3) Completion Status filtering, which is the filtering out of data related to subscriber orders which have already been completed by the time a particular report is produced.
- 1.07 The selected optional feature(s) are defined and can be amended periodically by the customer at a charge as specified in 3(c)(4) below. Prior to delivery of the first report, the Company will provide the customer with a computer diskette containing the table format to be used to define the selected optional features required. To change these requirements, the customer will deliver an updated diskette to the Company with the appropriate revisions.
- 1.08 Charges for the basic reports are specified in 3(b) below. These charges consist of a fixed charge and a variable charge as specified in 3(b)(1) and (b)(2) respectively.
- 1.09 Charges for the optional features are specified in item 3(c) below. These charges consist of a monthly charge for each of the selected features plus a fixed filtering and variable filtering charge as specified in 3(c)(1) plus (c)(2) and (c)(3) respectively.

2. Definitions

For the purposes of this tariff:

- 2.01 Subscriber shall mean a residential or business customer to the Company's switched voice monopoly access services.
- 2.02 NPA shall mean the Numbering Plan Area code used by the Company to indicate the various geographical areas within the Company's operating territory.
- 2.03 NXX shall mean the numerical code used by the Company to indicate a specific Central Office within an NPA.

5. Customer Information Reports (cont'd)

3. Rates and Charges

- (a) Subscription fee, each month \$ 3245.00

- (b) Basic Reports
 - (1) Fixed charge, each report..... 2152.00
 - (2) Variable charge, each record..... 0.0124

- (c) Optional Features
 - (1) Monthly charges:
 - Geographic filtering, each month.....288.00
 - Subscriber filtering, each month288.00
 - Completion Status filtering, each month.....96.00
 - (2) Fixed filtering charge, each report95.00
 - (3) Variable filtering charge, each record.....0.0009
 - (4) Charge to amend an optional feature
 selection, the geographic coverage or
 subscriber type filtering, each request 200.00

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6. HIGH SPEED ACCESS SERVICE

1. General

- 1.01 High Speed Access Service (HSA) is a broadband access service based on Asymmetric Digital Subscriber Line (ADSL) technology. This service will enable a Competitive Local Exchange Carrier (CLEC) or a Digital Subscriber Line Service Provider (DSLSP), hereinafter referred to as "service provider", to establish a high speed data access path between its end-user's premises and a Company serving Wire Centre. A DSLSP is a provider of Digital Subscriber Line based applications, such as high speed internet access and Local Area Network extensions, to the public for compensation. A DSLSP is not operating as a CLEC. C
- 1.02 HSA Service provides a dedicated data channel from the end-user's location to a Company Wire Centre. For the purposes of this Item, "end-user" is defined as being the service provider's customer. C
- 1.03 HSA uses available bandwidth above the voice-band on the same local loop as the end-user's Company or CLEC provided residential or business individual line, primary exchange service including message rate lines and Centrex voice locals terminating on other than Electronic Business Sets. The service is limited to lines terminating on single line station equipment. HSA allows for the simultaneous use of the end-user's telephone line for voice-band applications such as voice transmission, permissive data or facsimile. For the purposes of this Item, such services are defined as "voice service".
- 1.04 High Speed Access Service:
- 1) includes an ADSL Aggregated High Speed Service Provider Interface (AHSSPI) which provides for the aggregation of end-user traffic associated with a single service provider, from every ADSL enabled Wire Centre in the Company's operating territory, and C
 - 2) provides HSA Access over end-user loops that qualify for ADSL service where the ADSL serving equipment is located either in a host Wire Centre or at a remote location, i.e., a location other than a host Wire Centre. In the case of a remote location, the HSA Access includes the umbilical facilities required to transport ADSL traffic to/from the host Wire Centre serving the remote location. C
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- a) HSA includes one dedicated Permanent Virtual Circuit (PVC) between the end-user's premises and the AHSSPI located in the Company's Wire Centre. C

ACCESS SERVICES TARIFF

6. HIGH SPEED ACCESS SERVICE

1. General (Cont'd)

1.05 Connectivity between the ADSL AHSSPI point of demarcation located in a Company Wire Centre and the service provider's Point of Presence (PoP) can be established via appropriate Company or third party provided facilities or via Central Office links that terminate on the service provider's co-located transmission equipment. C

1.06 HSA does not support Point to Point Protocol over Ethernet (PPPoE) across the Company's backbone network. C

1.07 HSA requires a modem at the end-user's premises. The modem can be Company-provided or customer-provided.

2. Terms and Conditions

2.01 The Company determines those serving Wire Centres, which will support High Speed Access Service. The Company determines the location of the AHSSPI at the point of demarcation. C

2.02 The end-user's loop facility must qualify for High Speed Access service. C

2.03 A minimum of one interface is required for each service provider. This interface is a pre-requisite for the HSA Access component described below.

2.04 An ADSL AHSSPI provides Ethernet 100 Base T (FE interface) or a 400 Mbps (GE interface) service demarcation interface, subject to a contract period of 1, 2, or 3 years.

2.05 The ADSL AHSSPI for 100/400 Mbps is limited to 256 Virtual Local Area Network connections (VLANs) per ADSL AHSSPI.

2.06 HSA Access consists of the ADSL serving equipment in the serving Wire Centre, and remote location as appropriate and cross connection of such equipment to an existing Company or CLEC provided voice service. One HSA Access is required for each end-user. C

2.07 The rates for HSA Access are based on a contract period selected by the service provider for 1, 2 or 3 years and will be differentiated between residential and business end-users. The customer is billed one (1) month in advance and is charged based on the number of end-users.

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6. HIGH SPEED ACCESS SERVICE

2. Terms and Conditions (Cont'd)

2.08 The point of demarcation for ADSL AHSSPI is defined as follows:

Ethernet 100 Base T and Ethernet 400 Mbps, the point of demarcation is the patch panel associated with the Ethernet switch determined by the Company.

2.09 HSA Access will only be provisioned over Company provided primary exchange service or unbundled local loops used to provide CLEC or for provision voice services.

2.10 The ADSL equipment is subject to operational constraints related to the characteristics of the underlying loop facility. Service providers may use High Speed Access Service to establish high-speed connections to only those end-user premises located within the operational range of the ADSL serving equipment associated with particular Company serving Wire Centres and suitably equipped remote locations. Service providers may not use High Speed Access Service to establish high-speed connections to end-user premises located beyond the range of the ADSL serving equipment or served by the Company or CLEC voice service having excessive bridge taps, equipped with load coils or which is not capable of supporting metallic continuity. C

2.11 HSA service is offered on a minimum contract period (MCP) of either 1, 2 or 3 years. The contract period for HSA Access and ADSL AHSSPI may vary from each other. C

2.12 The service provider is required to provide at least one month's notice, in writing, of early termination of the HSA contract. Termination charges will be paid as liquidated damages and not as a penalty. In the case of a one, two or three year contract, termination charges equal to the total remaining monthly payments apply. Payments will be calculated based on the average volume of end users in the 12 month period prior to notice of termination. If a service provider migrates to a comparable service, the termination charges may be waived by the Company. A "comparable service" is one offered by the Company, contracted for by the service provider for at least as long as the original agreement and to which the applicable fees are no lower than those in the original agreement.

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6. HIGH SPEED ACCESS SERVICE

2. Terms and Conditions (Cont'd)

- 2.13 If an end-user cancels their Company or CLEC provided voice service or if it is otherwise removed from service, billing for High Speed Access Service will continue until the Company has been notified by the service provider that High Speed Access Service is to be terminated.
- 2.14 Where the end-user's Company or CLEC provided voice service currently meets the Company's technical requirements for High Speed Access Service, in particular metallic continuity, the Company will provide the service provider with a minimum of six months advance notice of any facility change that would eliminate metallic continuity on that end-user's loop.
- 2.15 Service providers subscribing to HSA will be responsible for obtaining the following elements required to make the service operational:
- Class C Address Block - "Aggregated" reserved for ADSL use and distribution by NorthernTel.
 - DSL or other compatible high speed modem, modems must be compatible with the Company's implemented configurations. Modems can be purchased directly from the Company.
 - Filters - In some circumstances, end-users may detect audible noise on their telephone line following the installation of the modem, necessitating the use of voice/data filters installed directly in the telephone jack.
 - Ethernet connectivity between NorthernTel's broadband network and service provider's PoP.
 - The Company does not offer an authentication process.
 - The Company does not offer a radius server.
- 2.16 The Company does not make any representation that its equipment, facilities and services are, or will remain, adapted for use in connection with DSLSP equipment, facilities and services.

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6. HIGH SPEED ACCESS SERVICE

2. Terms and Conditions (Cont'd)

2.17 The Company reserves the right to change, in whole or in part, the design, function, operation, technology or layout of its equipment, apparatus, lines, switches, circuits, and devices as the Company, in its sole discretion, considers necessary. The Company shall not be responsible to the DSLSP or the customers of the DSLSP for their equipment, apparatus, lines, switches, circuits, devices, in whole or in part, which cease to be compatible with Company facilities or which become inoperative because of such changes to the Company's equipment, apparatus, lines, switches, circuits, devices or other components.

2.18 A Diagnostic Maintenance Charge or Maintenance (Section N850) of Service Charge applies for each test made in response to each DSLSP's request for repair or testing of a trouble when no trouble is found in the Local Loop, including the Company's equipment, apparatus, lines, switches, circuits, devices or other components.

2.19 When an equipment up grade is needed by the Company, it should send a notice at least one month prior the up grade. The company will not do any interoperability tests with the provider's equipment prior to the up grade.

2.20 The service provider is responsible for informing the end-users of the connectivity requirements of the service. This includes:

- Ethernet Card requirement if not included in service providers service to its end-users.
- Protocol (TCP/ IP) configurations.
- Application configuration details (router, web browser, etc).

2.21 The Maximum Line Speeds available under HSA:

5.0 Mbps Residential
Up to 5000 kbps downstream
Up to 800 kbps upstream

5.0 Mbps Business
Up to 5000 kbps downstream
Up to 800 kbps upstream

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6. HIGH SPEED ACCESS SERVICE (Cont'd)

2. Terms and Conditions (Cont'd)

2.22 The rates, terms and conditions identified herein supercede and replace any rates, terms and conditions in contracts for similar services entered into prior to the approved effective date of this Tariff Item.

2.23 Customers who subscribe to both GAS and High Speed Access (HSA) services (Section N900) can share a common ADSL AHSSPI for both services.

2.24 As a condition of service under this tariff, and in accordance with paragraphs 50, 66 and 104 of Telecom Regulatory Policy CRTC 2009-657, *Review of the Internet traffic management practices of Internet service providers* (TRP 2009-657), customers employing Internet Traffic Management Practices (ITMPs) shall:

- (1) whether or not they are Canadian carriers, abide by the requirements of subsection 27(2) of the *Telecommunications Act* with regard to any ITMPs they employ;
- (2) abide by the disclosure requirements described in TRP 2009-657; and
- (3) not use for other purposes personal information collected for the purposes of traffic management or disclose such information.

3. Rates and Charges

3.01 PVC Remapping Fee: This fee includes both business office work as well as work associated with downstream functional areas to accommodate the changes that will be required to be made to the dedicated point to point PVCs, as requested by the customer. These changes result from a customer cutover or network upgrade, customer name changes or customer mergers or acquisitions.

- a) A Customer Cutover or Access Upgrade encompasses the case where a customer requires a larger bandwidth access at its PoP site to accommodate growth in end user traffic. The customer may also be relocating its PoP site access or transferring all of its existing subscribers to a different access which does not necessarily require an upgrade in bandwidth.

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6. HIGH SPEED ACCESS SERVICE (Cont'd)

3. Rates and Charges (Cont'd)

3.01 (Cont'd)

- b) A Customer Name Change is defined as when one customer is requesting its billing or company name to be changed to a different billing or official company name.
- c) Mergers and Acquisitions are defined as when one customer is transferring a portion or all of its subscriber base to another customer. This is also applicable when two different customers are merging in order to become only one new company, or when a single company divides to become multiple companies.

3.02 The following rates and charges apply to the various components:

ADSL Aggregated High-Speed Service Provider Interface (AHSSPI)	Contract Period Rate per Month \$			Service Charge \$
	1 year	2 years	3 years	
100 Mbps (Burstable up to 100 Mbps) per service provider)	775.00	725.00	675.00	600.00
400 Mbps (Burstable up to 400 Mbps) per service provider)	1,850.00	1,800.00	1,750.00	600.00
HSA Access - Residence, each				
Speed 5.0 Mbps				
<500	65.00	62.50	60.00	225.00
501-1000	60.00	57.50	55.00	225.00
1001-2000	55.00	52.50	50.00	225.00
2001-2500	50.00	47.50	45.00	225.00
>2501	45.00	42.50	40.00	225.00
HSA Access - Business, each				
Speed 5.0 Mbps				
<500	75.00	72.50	70.00	225.00
501-1000	70.00	67.50	65.00	225.00
1001-2000	65.00	62.50	60.00	225.00
2001-2500	60.00	57.50	55.00	225.00
>2501	55.00	52.50	50.00	225.00
PVC Remapping Fee, per PVC	N/A	N/A	N/A	100.00

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7. RESERVED FOR FUTURE USE

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8. Interconnecting Circuits with Trunk-Side Access1.0 General

- 1.01 An interconnecting circuit "with trunk-side access" refers to a connecting arrangement provided by the Company over which traffic from the IXC's network can be routed for termination in the local PSTN.
- 1.02 An interconnecting circuit with trunk-side access may be arranged for Feature Group D service, which provides the IXC with the capability of offering subscribers access to its network by dialing 1+, 0+, 00-, 01+ or 011+. Interconnecting circuits with trunk-side access arranged for Feature Group D service may be connected to an End Office (Direct Connection), and may use Multi-Frequency (MF) signalling or CCS7 signalling, subject to the availability of suitable facilities.
- 1.03 An interconnecting circuit with trunk-side access may be arranged to provide for the routing of 800/888 calls destined for the IXC's network. This arrangement is available for AT Connections only and is available only with CCS7 signalling. C
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- 1.04 Interconnecting circuits with trunk-side access established for the purpose of routing 800/888 calls destined for the IXC's network must be arranged for one-way service.
- 1.05 When CCS7 signalling is requested, CCS7 links are required, CCS7 links refer to the DS-0 channels between the Company's Switch and the IXC's STP or between the Company's Switch and the IXC's switch(es). This interconnecting arrangement may be provided by the Company, subject to the availability of suitable facilities, or by Bell as determined by network design requirements, to carry CCS7 signalling information associated with interconnecting circuits with trunk-side access which connect the Company to an IXC for the purposes of call set-up and take down.
- 1.06 The facility over which interconnecting circuits with trunk-side access and CCS7 links can be provided at the rates and charges specified in Section N900 of Northern's General Tariff.

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T# 8. Interconnecting Circuits with Trunk-Side Access (con't)

1. General (con't)

1.07 In addition to the service charges associated with the Tariff Item referenced in 1.06 above, the following service charges associated with the provision of interconnecting circuits with trunk-side access will apply for each DS-0 Set. A DS-0 Set is defined as a group of DS-0s which are of the same type (i.e., Feature Group D, Feature Group B, Cellular Service Operators inter-connection) connected at the same location and ordered at the same time.

	<u>Service Charges</u>
Initial Order, each DS-0 Set	\$1,021.45
Change Order, each DS-0 Set	\$667.06

1.08 A CCS7 Port connection, as specified below, is required for each DS-0 CCS7 Link between the Company's switch and the IXC's or Cellular Service Operator's STP. An IXC or Cellular Service Operator may establish either STP to CCS7 Port connections or IXC Switch to CCS7 Port Connections but not both.

CCS7 Port Connection, each port, each month (Note 1)	\$1,393.00
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Note 1: The rate will apply also if the IXC or Cellular Service Operator selects to avail themselves to use Bell's CCS7 transitting service. The above rate includes the shared use of the CCS7 port to Bell plus the Bell charge to Northern Telephone for the CCS7 transitting service. The IXC or Cellular Service Operator will need to subscribe themselves to Bell's transitting service also in order to use this alternative.

ACCESS SERVICES TARIFF8. Interconnecting Circuits with Trunk-Side Access (con't)2. Network Charges

2.01 When the IXC requests an interconnecting circuit with trunk side access, a switching and aggregation charge specified in (d) below applies to each minute of traffic carried on the interconnecting circuit.

2.02 The switching and aggregation charge relates to all associated switching, transport and signalling functions performed by the Company at the originating or terminating end of a call, including, subject to availability;

- (a) hardware answer supervision
- (b) delivery of calling line identification
- (c) this charge is assessed on the basis of conversation minutes
- (d) switching and Aggregation charge, each minute of originating or terminating traffic

Direct Connection -

At Timmins line-serving switch and stand alone host switches only

Per conversation minute per end \$0.001662

3. Carrier Network Profile Change

3.01 Prior to an IXC initially being provided with inter-connecting circuits with trunk-side access, the IXC is required to complete a Carrier Profile Questionnaire (CPQ) to select network and translation options. The CPQ data is subsequently programmed into the Company's switches, as required.

3.02 Service charges, as outlined in 3.03 below, apply to change the selected options and change the network translations in the Company's switches associated with each impacted Carrier Identification Code (CIC) at any time subsequent to the initial programming.

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T# 8. Interconnecting Circuits with Trunk-Side Access (con't)

3.03 The following service charges apply at each End Office switch impacted by the IXC's request:

CPQ Option Being Changed	Service Charge
(1) International Calling	\$ 189.00

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9. Ethernet Transport Services

1. General

- 1.01 Ethernet Transport Service provides transport for Ethernet traffic, from a Company Wire Centre in which an Ethernet Access terminates as per the Company's General Tariff Section N900 to and including a Carrier-to-Carrier Interface (CCI). C
- 1.02 Ethernet Transport Service is available to competitors (i.e., Canadian Carriers and Digital Subscriber line Service Providers (DSLSPs) and resellers). C
- 1.03 The CCI is available using Ethernet protocol on a Gigabit Ethernet (GE) trunk.
- 1.04 Connectivity between the CCI point of demarcation in a Company Wire Centre and the competitor's point of presence (POP) is also available using the appropriate Company services or competitor provided facilities via the specialized Gigabit Connecting Links (See Item 4(d)) and Co-location Service in Section N120. C

2. Definitions

For the purposes of this Tariff item:

- 2.01 Port connects a Company provided Ethernet Access circuit, as per the Company's General Tariff Section N200, to the Company Ethernet switch, and is available at speeds of 10 Base-T(10 BT) or 100 Base-T(100 BT). C
- 2.02 A Network Path is established between a Company Wire Centre where the competitor's Ethernet Access terminates and the location of the CCI. A network path supports the following two types of transmission: C

Burstable is network connectivity that provides for standard Ethernet connectivity.

Dedicated is network connectivity that provides dedicated bandwidth within the Company core network. C

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9. Ethernet Transport Services

2. Definitions (Cont'd)

2.03 A Provincial Network Path is established within one Province, i.e. within the geographic boundaries of the Company in Ontario. C

2.04 A Carrier-to-Carrier Interface provides the point of interconnection between the competitor's and the Company's network. Two configurations are available:

1) From a designated Company Wire Centre over broadband facilities to a competitor POP; C

2) From the Company's fibre management system within a designated Company Wire Centre to a competitor's co-location space within the same Company Wire Centre (Canadian Carriers and Digital Subscriber Line Service Providers (DSLSPs)). C
C

3. Terms and Conditions

3.01 Ethernet Transport service is provided subject to the availability of suitable facilities and equipment.

3.02 Ethernet Transport Service is only available in association with the Company's General Tariff Section N200 - Ethernet Access at rates of 10 Base-T and 100 Base-T.

3.03 An Ethernet Access is required for each Ethernet port.

3.04 Ethernet Transport Service consists of the following components:

An Ethernet Port

A Network Path

A CCI

3.05 Ethernet Transport Service terminates at a CCI. Initially, CCIs are available in the following city: Timmins.

3.06 Initial establishment of a CCI is offered on a minimum contract period of one year.

3.07 In the event that the competitor terminates the CCI service or any portion of the CCI service, the competitor shall pay to the Company in a single payment, at the time of termination, any outstanding CCI service charges plus 50% of the remaining CCI monthly charges.

ACCESS SERVICES TARIFF

9. Ethernet Transport Services

3. Terms and Conditions (Cont'd)

3.08 Cancellation of all CCIs will result in the concurrent termination of all associated Ethernet Ports and Network Paths.

4. Rates and Charges

Rates and charges for the Ethernet Transport Service are as follows:

(a) Ethernet Port

	Monthly Rate \$	Service Charge \$
10/100 Base-T Ethernet Port, each	35.00	N/A

(b) Network Paths

Network Path	Monthly Rate \$ Provincial	Service Charge \$
Burstable 10BT	7.40	N/A
Burstable 100 BT	74.05	N/A
Dedicated 2 Mbps	59.24	N/A
Dedicated 5 Mbps	148.09	N/A
Dedicated 10 Mbps	296.18	N/A
Dedicated 20 Mbps	592.36	N/A

(c) CCI

	Monthly Rate \$	Service Charge \$
Without protection, each Interface	1,483.65	1,740.00

(d) Central Office Connecting Link **(Note)**

	Monthly Rate \$	Service Charge \$
CCI Central Office link Gigabit Ethernet (GE)	N/A	2,414.93

Note: Gigabit Ethernet Central Office Connecting Links are provided in single increments.

(e) Change Management Fees

Per Charge	\$300.00
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Examples of Change Management Fees include, but are not limited to the following activities: additional Network Paths (same access); change Burstable to/from Dedicated; change in Dedicated bandwidth; Network Path redirection.

ACCESS SERVICES TARIFF

10. Ethernet Access

1.01 Service Description

Ethernet Access provides access facilities for third party Wide Area Network (WAN) services. Ethernet Access provides for the transmission of information between an end user's premises and a serving Central Office at speeds of 10 Mbps or 100 Mbps. The access provided consists of transmission facilities, equipment and management to support connectivity between the serving Central Office and the terminating equipment on the end user's premises. C C C

Ethernet Access is available in two arrangements as follows:

(a) Ethernet Access including the Company owned and provided Customer Premise Equipment (CPE);and C

(b) Ethernet Access excluding CPE.

1.02 Definitions

For the purposes of this Tariff item:

Access provides the transmission facility connecting the serving Central Office up to and including the Company owned equipment on the end user's premises. Access is provided at speeds of 10 Mbps or 100 Mbps as applicable. C

Customer refers to the purchaser of Ethernet Access from the Company. The Customer can also be the end user. C

End-User refers to the party utilizing Ethernet Access for transmitting data.

Port is a customer-facing interface in the terminating equipment through which data is physically transmitted.

Serving Central Office is the first Central Office (Wire or Rate Centre) that an end user's premises is connected to by way of Ethernet Access. C C

VLAN is a group of devices on one or more LANs that are configured (using management software) so that they can communicate as if they were attached to the same wire, when in fact they are located on a number of different LAN segments. VLANs are based on logical instead of physical connections. Multiple VLANs on an Ethernet port can be called a VLAN trunk.

ACCESS SERVICES TARIFF

10. Ethernet Access

1.03 Conditions of Service

- (a) Ethernet Access is provided under the terms, conditions, rates and charges in this Tariff Item and the Company Ethernet Access Agreement. C
- (b) Ethernet Access is provided subject to the availability of suitable equipment and facilities. If all or any portion of the access facility does not exist between a serving Central Office and the end-user's premises, the customer shall pay an additional charge based on the full cost of building the access facility. C
- (c) The Company shall determine the Central Office(s) from which Ethernet Access will be provided, as well as the speeds offered at each serving Central Office. C C
- (d) Ethernet Access is provided in accordance with IEEE 802.3 Ethernet standards, as such, standards may be modified or replaced from time to time. The provision of the access is subject to the ability of the Company and the Customer to satisfy existing transmission standards. C
- (e) When it is necessary to install special equipment or to incur an unusual expense to establish Ethernet Access, the customer shall pay an additional charge based on the equipment installed or the unusual expense incurred.
- (f) Ethernet Access is offered on a minimum contract period (MCP) of either one, three or five years.
- (g) All under a Minimum Contract Period (MCP) customers will be notified, either on their monthly bill or by letter, at least 60 days before the end of the current MCP contract, as to when automatic renewal will take place, absent any indication by the customer to the contrary. Customers will be informed that automatic renewal has occurred, within 35 days following renewal, and customers will be advised, either on their monthly bill or by letter, that they may cancel automatically renewed contracts without penalty within 30 days of the date of the notice of automatic renewal.

ACCESS SERVICES TARIFF

10. Ethernet Access (Cont'd)

1.03 Conditions of Service (Cont'd)

- (h) NorthernTel is solely responsible for the installation, operation and maintenance of the NorthernTel owned and provided terminating equipment on end-user's premises.
- (i) The terms and conditions under which terminating charges apply are as described in the NorthernTel Ethernet Access Agreement.
- (j) At the end of the initial term, the Ethernet Access shall continue to be provided on an annual basis, at the then current 1-year contract rates, unless the NorthernTel Ethernet Access Agreement is terminated in accordance with Section 12 of the Agreement.
- (k) If the customer subscribes to Ethernet Access excluding CPE, the customer is responsible for acquiring the terminating equipment on end-user's premises based on technical guidelines provided by NorthernTel. The customer is solely responsible for the installation, operation and maintenance of their terminating equipment on end-user's premises.
- (l) As a condition of service under this tariff, and in accordance with paragraphs 50, 66 and 104 of Telecom Regulatory Policy CRTC 2009-657, *Review of the Internet traffic management practices of Internet service providers* (TRP 2009-657), customers employing Internet Traffic Management Practices (ITMPs) shall:
 - (1) whether or not they are Canadian carriers, abide by the requirements of subsection 27(2) of the *Telecommunications Act* with regard to any ITMPs they employ;
 - (2) abide by the disclosure requirements described in TRP 2009-657; and
 - (3) not use for other purposes personal information collected for the purposes of traffic management or disclose such information.

ACCESS SERVICES TARIFF

10. Ethernet Access

1.04 Rates

The Customer shall pay the following rates and charges for Ethernet Access. Such rates and charges are in addition to any other rates and charges that may be applicable.

Ethernet Access including CPE:

(a) 10 Mbps - Ethernet Access: (Half-duplex or Full-duplex mode)

Rate Band	Monthly Rate (\$ per Access) Minimum Contract Period			Service Charge (\$ per Access)
	1 Year	3 Year	5 Year	
All	840.00	760.00	680.00	2,000.00

(b) 100 Mbps - Ethernet Access: (Half-duplex or Full-duplex mode)

Rate Band	Monthly Rate (\$ per Access) Minimum Contract Period			Service Charge (\$ per Access)
	1 Year	3 Year	5 Year	
All	910.00	830.00	750.00	2,000.00

(c) Additional Ethernet Access Port (each additional customer facing) on NorthernTel owned terminating equipment (applicable to 10 or 100 Mbps Ethernet Access speeds):

Service Item	Monthly Rate (\$)	Service Charge (see Note 3) (\$)
Terminating Equipment Port (Notes 1 & 2)	50.00	200.00

Note 1: On a 10 Mbps Access, only 10 Mbps ports are available.

Note 2: On a 100 Mbps Access, 10/100 Mbps ports are available.

Note 3: The service charge applies to enable a port on the NorthernTel owned terminating equipment.

ACCESS SERVICES TARIFF

10. Ethernet Access

1.04 Rates (Cont'd)

Ethernet Access excluding CPE:

(a) 10 Mbps - Ethernet Access: (Half-duplex or Full-duplex mode)

Rate Band	Monthly Rate (\$ per Access) Minimum Contract Period			Service Charge (\$ per Access)
	1 Year	3 Year	5 Year	
All	670.00	610.00	550.00	1,500.00

(b) 100 Mbps - Ethernet Access: (Half-duplex or Full-duplex mode)

Rate Band	Monthly Rate (\$ per Access) Minimum Contract Period			Service Charge (\$ per Access)
	1 Year	3 Year	5 Year	
All	700.00	640.00	580.00	1,500.00

(c) Ethernet Access Changes (applicable to 10 or 100 Mbps Ethernet Access speeds):

Service Item:	Service Charge (\$)
Duplex Mode Change (half to full or full to half), per access (Note 4)	200.00
Access Speed Change (from 10 Mbps to 100 Mbps Access and vice versa), per access (Note 4)	500.00
Move of Terminating Equipment on the same end user premises (Note 4)	1,250.00 plus fibre costs, if applicable
Add a VLAN trunk on terminating equipment (Note 5)	500.00

Note 4: The service charge applies to Ethernet Access including CPE and Ethernet Access excluding CPE at 10/100 Mbps access speeds.

Note 5: The service charge applies to only Ethernet access including CPE.

ACCESS SERVICES TARIFF

10. Ethernet Access**1.05 Termination and Migration**

- (a) Either party may cause this Agreement to be terminated at the end of the Initial Term or at the end of any Renewal Term by notifying the other party in writing of such intention not less than thirty (30) days prior to the end of the Initial Term or the Renewal Term, as the case may be.
- (b) Customer may terminate all or a portion of Ethernet Accesses ("Terminated Ethernet Accesses") at any time prior to the end of the then current term by giving notice to this effect to NorthernTel at least thirty (30) days prior to the proposed early termination date, provided that the Customer pays to NorthernTel, as liquidated damages and not as a penalty, an amount equal to (i) 50% of the remaining monthly fees for the Terminated Ethernet Accesses otherwise payable to the end of the then current term; and (ii) 100% of the reasonable out-of-pocket expenses that NorthernTel incurs or will incur in connection with its contractual obligations hereunder performed by the NorthernTel Providers, (collectively, the "Termination Charges").
- (c) If the Customer migrates to a Comparable Service, the Termination Charges may be waived by NorthernTel. A "Comparable Service" is one offered by NorthernTel, contracted for by the Customer for at least as long as this Agreement and to which the applicable monthly fees are no lower than those under this Agreement.
- (d) NorthernTel may, in its absolute discretion, in addition to all other rights and remedies under this Agreement and in law, immediately terminate this Agreement or suspend delivery of any or all Ethernet Accesses by notice to the Customer prior to the end of the Initial Term or Renewal Term, as the case may be, for breach by the Customer of any term of this Agreement, including the failure by the Customer to make full payment of an invoice in accordance with Section 3(a), provided that NorthernTel provides the Customer with notice of the breach and such breach has not been remedied within 15 days after the delivery of such notice to the Customer.
- (e) Either party shall be entitled to terminate this Agreement immediately upon notice in the event of the other party's insolvency, receivership, voluntary or involuntary bankruptcy or in the event that NorthernTel ceases to offer the Ethernet Accesses.
- (f) In the event of default by the Customer, any and all payments are required to be made to NorthernTel by the Customer and shall, in each case, be due and payable immediately. Termination of this Agreement shall not relieve the Customer from any liability, including amounts owing, accrued prior to the time that such termination becomes effective. For greater certainty, in the event of termination of any Ethernet Access by NorthernTel pursuant to subsection 12(d) or 12(e) (other than for the reason that the Ethernet Accesses are no longer offered) the Customer will be responsible for Termination Charges, which shall be due and payable immediately.

ACCESS SERVICES TARIFF

11. Ethernet Central Office Connecting Link Arrangements

1.01 General

The arrangements contained in this Tariff are made available to registered Canadian Carriers and Digital Subscriber Line Service Providers (DSLSPs). These Central Office link arrangements provide transmission paths from the Interconnecting Carrier or DSLSP's co-located Central Office building space to the Company's Through Patch Panel (for 10Base-T and 100Base-T Ethernet speeds) within the Central Office for the purpose of transmitting 10Base-T and 100Base-T speeds.

1.02 Definitions

Ethernet Central Office Connecting Link is a transmission path which connects a Company provided unbundled network component located within a Company's Central Office building to a co-locator's transmission equipment located within the Company's Central Office building.

10Base-T Ethernet Central Office Link is a connecting link that connects a Company provided network component to a co-locator's transmission equipment located within the Company's Central Office. A 10Base-T connecting link terminates at a transmission rate of up to 10 Mb/s.

100Base-T Ethernet Central Office Link is a connecting link that connects a Company provided network component to a co-locator's transmission equipment located within the Company's Central Office. A 100Base-T connecting link terminates at a transmission rate of up to 100 Mb/s.

1.03 Terms and Conditions

The Company does not make any representation that these arrangements shall at all times be available in the quantities and at the locations specified by the registered Canadian Carrier or DSLSP co-locating in the Company's Central Office(s). The Company shall, however, make every effort to make such arrangements available on request.

ACCESS SERVICES TARIFF

11. Ethernet Central Office Connecting Link Arrangements (Cont'd)

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1.04 Rates and Charges

The Company's rates and charges are as follows:

	Monthly Rate	Service Charge	
10Base-T Ethernet Central Office Connecting Link (Note)			C
1 10Base-T	N/A	\$2,588.37	
100Base-T Ethernet Central Office Connecting Link (Note)			C
1 100Base-T	N/A	\$2,588.37	

Note: 10Base-T and 100Base-T Central Office Connecting Links are provided in single increments. C

ACCESS SERVICES TARIFF

12. BASIC LISTING INTERCHANGE FILE1.01 GENERAL

Basic Listing Interchange File (BLIF) service provides for a machine-readable file containing non-confidential subscriber listing information (Listings) for the Company's subscribers listed, and intended to be listed, in the Company's directories and directory assistance databases. The Company provides a complete set of subscriber listings, as specified in the BLIF Service Description and Ordering Guidelines (BLIF Document), for the purpose of providing telephone directories and/or directory assistance services. The service is available to Local Exchange Carriers (LECs) operating in Canada. It is also available to Independent Telephone Directory Publishers for the sole purpose of producing telephone directories and to alternate operator services providers (AOSPs) for the sole purpose of providing directory assistance.

1.02 Definitions

For the purpose of this Tariff item:

"Listings" means subscriber listings, as described in the Listing Definitions section of the BLIF Document, which are included in the Company's BLIF.

"BLIF Master" means the provision of BLIF containing all of the Listings for an Exchange or those Exchanges agreed upon by the Company and the Licensee from time to time. The BLIF Master reflects subscriber listing information as of the last business day prior to the first full weekend of each month. C

"BLIF Updates" means the provision of BLIF containing only updated Listings of an Exchange, when compared to the BLIF Master for that Exchange which the LEC has already received and for which the LEC has requested regular updates. That is, additions, deletions and revisions, resulting from service order activity affecting the BLIF Master and/or previous BLIF Updates. The BLIF Update File is available daily, weekly, bi-weekly or monthly depending on the frequency requested by the Licensee. C
C

"Licensee" is a Local Exchange Carrier operating in Canada who wishes to obtain the Company's subscriber listing information contained in the Company's BLIF for the purpose of providing telephone directories and/or directory assistance services (the "Services"). An Independent Telephone Directory Publisher or an alternate operator services provider (AOSP) who obtains the information for the sole purpose of providing telephone directories or providing directory assistance respectively will also be deemed a licensee.

ACCESS SERVICES TARIFF

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1.03. Terms and Conditions

- a) The Licensee must enter into a license agreement with the Company for a period of five (5) years, renewable automatically for five (5) year periods (the BLIF Agreement).
- b) The Licensee shall not license, sub-license, share, sell, re-sell, rent, lease, charge, encumber, pledge or otherwise dispose of, deal with, use or copy the Company's BLIF in favour of any person, save as expressly permitted in this tariff and the BLIF Agreement. The Licensee agrees to take all reasonable steps to protect and safeguard the Listings from unauthorized disclosure.
- c) Listings are provided in a format conforming with the specifications set out in the BLIF Document.
- d) The BLIF will include all of the required information as specified in the BLIF document.
- e) The Licensee may purchase Residential listings, Business/Government listings, or both.
- f) The following list of various types of listing information identified below is not exhaustive and is not provided in BLIF:

Non-Published Telephone Numbers;

"Out of Book" listings. That is, those listings added to a particular directory when the terminating location of the number is not within the physical region of the directory's coverage;

800, 877, 888, and 900 listings;

Reference listings;

9-1-1, 611, 411, 0, 1;

Wireless listings;

Additional/extra listings;

Text accompanying listings (*i.e.*, special instructions, Internet listings);

Zenith.

ACCESS SERVICE TARIFF1.03 Terms and Conditions cont'd

- g) The Licensee shall comply with all specifications set out in the BLIF Document pertaining to the Licensee.
- h) The limitations of liability provisions as set out in the BLIF Agreement, to be entered into by the Licensee and the Company, are hereby incorporated by reference into this Tariff.
- i) The Licensee may terminate the BLIF Agreement at any time by giving written notice to the Company at least ninety (90) days in advance of the effective date of any such termination. The Company shall have the right to terminate the BLIF Agreement upon ten (10) days prior written notice if Licensee has breached any of its material obligations in the BLIF Agreement or this tariff, and Licensee has failed to cure such default within thirty (30) days of receipt of a written notice sent from the Company describing the nature of the default.
- j) In the event of termination, any amounts due to the Company pursuant to the BLIF Agreement and this Tariff shall immediately become due and payable. In such event, Licensee shall immediately discontinue the use of the Listings and comply with all other requirements set out in the BLIF Agreement.

1.04 Rates and Charges

The following rates and charges are payable to the Company as outlined in this Tariff and the BLIF Agreement.

	Rate per listing
Master and/or Update File (Notes 1, 2, and 3)	\$0.15

Note 1: As an exception Listings provided under the terms and conditions of this Agreement may not be shared, resold, rented or otherwise disposed of to third parties.

Note 2: BLIF includes only subscriber listing information as specified in General Tariff Section N140, Item 3.

Note 3: BLIF is available on an Exchange basis as listed in General Tariff Section N100, Item 4. C

ACCESS SERVICES TARIFF

13. Co-Location Arrangements For Interconnecting Canadian Carriers and Digital Subscriber Line Service Providers (DSLSP)1. General

Co-location is an arrangement which provides for access to and use of certain Central Office building (Central Office) space, associated power and environmental conditioning to locate the Interconnecting Carrier's (IC's) transmission equipment and fibre facilities from a point outside the Company's Central Office to an identified Point of Termination/Demarcation within the Company's Central Office for the purpose of interconnecting with the Company's services. C

Co-location arrangements will be provided in Central Office buildings where appropriate space and facilities are available as determined by the Company. C

The Co-Location provides for the following:

- a) a licence to use Company conduit/riser space for the placement of the IC's fibre optic cable from a point outside the Central Office into the Central Office vault and from the vault to the IC's transmission equipment in the Central Office; C
- b) a licence to use Central Office floor space for the placement of the IC's transmission equipment to interconnect with Company services; and C
- c) provision of appropriate electrical power and environmental conditioning to operate the IC's transmission equipment. C

Central Office space is provided on the basis of both physical and virtual co-location agreements as defined in item 2. C

ACCESS SERVICES TARIFF

2. Definitions

- 2.01 Interconnecting Carrier ("IC") refers to an Interconnecting Carrier who is duly registered with the CRTC and who has signed an Interconnection Agreement with the Company. For purposes of this tariff Item IC also refers to:
- 2.02 A DSL Service Provider (DSLSP) who is a provider of Digital Subscriber Line based applications, such as high-speed internet access and Local Area Network extensions, to the public for compensation and that is not operating as a CLEC, and has signed a Central Office License Agreement with the Company.
- 2.03 Point of Termination/Demarcation refers to the point of connection where a Company-provided cable interconnects with the Interconnecting Carrier's transmission equipment.
- 2.04 Transmission Equipment refers to any equipment necessary for interconnection or access to unbundled network components, regardless of whether such equipment includes a switching or routing functionality, provided the equipment meets Canadian Standards Association (CSA) and Telcordia (formerly Bellcore) standards, is not a host switch and is not included on the list of ineligible co-location equipment.
- 2.05 IC to IC Cross-Interconnection Link refers to the arrangement by which a co-located IC is able to connect to the facilities of a second IC co-located in the same Central Office. C
- 2.06 Physical Co-Location
- a) Type 1 Co-location provides the IC with segregated floor space and secure access to that space within the Company Central Office with floor space segregated from that occupied by the Company, for the location of the IC's transmission equipment. Access to this area by the IC's personnel or contractor, who have been approved by the Company is permitted without a Company escort where secure access arrangements are in place. If at any time it is not possible to provide a secure access arrangement into the segregated floor space, the Company reserves the right to provide an escort at no charge for the IC's personnel or contractor. C
- b) Type 2 Co-location provides the IC with unsegregated floor space within the Central Office for the purpose of locating the IC's transmission equipment. Access to this area by the IC's personnel or contractor, who have been approved by the Company, is permitted. The Company reserves the right to provide an escort at no charge for the IC's personnel or contractor. C

ACCESS SERVICES TARIFF

2.07 Virtual Co-Location

Virtual Co-location provides unsegregated floor space within the Central Office for the purpose of locating the IC's transmission equipment. The transmission facilities provided from the entrance manhole to the point of termination/demarcation in the Central Office and the transmission equipment located in the Central Office must be provided by the IC and must be leased to the Company for a nominal amount. Access to this area by the IC's personnel is allowed for the purpose of periodic inspections of its equipment and facilities. In those instances, the Company reserves the right to provide an escort at no charge for the IC's personnel or contractor. The installation, maintenance and repair of the IC's transmission equipment and fibre facilities from the nearest manhole, designated by the Company, up to the transmission equipment on which it is to be terminated are the responsibility of the Company.

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C3. Terms and Conditions

- 3.01 Co-location is provided under the terms and conditions defined in this item and in a Central Office Licence Agreement (the Agreement) between the Company and the Interconnecting Carrier.
- 3.02 Co-location is offered only where appropriate floor space, facilities and necessary resources are available after the current and future needs of the Company are taken into account. These facilities and resources include, for example, adequate entrance ducts, riser space, and power. Requests for Co-location will be accommodated on a first-come, first-served basis, based on the date of a completed application for co-location.
- 3.03 Physical and Virtual Co-location will be offered where appropriate floor space, facilities and necessary resources are available in the Central Office in question. Where Physical Co-location is offered, the IC may request, at its option, Type 1 or Type 2 Physical Co-location.

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ACCESS SERVICES TARIFF

3. Terms and Conditions (cont'd)

- 3.04 The IC has overall responsibility for monitoring the performance of all facilities and equipment on the IC's side of the Point of Termination/Demarcation. The Company does not assume responsibility for the design, engineering, testing, or performance of the end-to-end services operated or offered by the IC. In order to ensure that the Company's operational guidelines and installation, equipment, transmission, electrical, labour and safety standards or codes and any other conditions specified in the Central Office Licence Agreement are maintained, the Company upon reasonable notice, has the right to inspect the IC's installation of equipment and facilities and to make subsequent and periodic inspections of the IC's equipment and facilities and to ensure compliance when required.
- 3.05 The IC is responsible for providing the fibre facility from its Point of Presence or other location to a point outside the Company Central Office, designated by the Company. This point is usually at or near the entrance manhole (the last manhole before the Central Office). C
|
C
- 3.06 The IC is also responsible for providing the fibre facility from the point outside the Central Office, designated by the Company, which is usually at or near the entrance manhole, up to the transmission equipment on which it is to be terminated. C
- 3.07 The Company reserves the right to install the IC's cable between the entrance manhole and the cable vault and from the vault to the Point of Termination/Demarcation in the Central Office at the rates specified in Item 4.15. C
- 3.08 Where permitted by the Company, the IC's personnel or contractor, who have been approved by the Company, is responsible to pull the ICs fibre cable into the duct between the manhole and the cable vault and riser and splice the fibre where required. When requested by the IC, the Company will provide an escort for the IC's personnel or contractor at rates and charges specified in Item 4.15. Circumstances in which an IC may request a company provided escort include: 1) to escort IC personnel or contractors who have not been approved for unescorted access by the Company or accompanied by a Company approved IC personnel, or 2) for reasons of health, safety or network protection during special operations.

ACCESS SERVICES TARIFF

3. Terms and Conditions (cont'd)

- 3.09 The IC provided equipment that is permitted in the Central Office is limited to transmission equipment as defined in Item 2.04 This transmission equipment must interconnect with the Company's service(s) in accordance with transmission rates and other applicable standards associated with those services in that Central Office. C
- 3.10 The co-located IC, after interconnecting its Transmission Equipment with the Company's facilities, is permitted to connect to the Transmission Equipment of another IC co-located in the same Company premises via an IC to IC cross-connection. In co-locating the transmission equipment in the Company premises, the IC shall ensure that the primary purpose of co-location is to interconnect with the Company facilities. The Company reserves the right to require the IC to demonstrate that the capacity dedicated to interconnection with the Company facilities is greater than that dedicated to IC to IC cross-connection. C
- 3.11 The Company provides the IC to IC cross-interconnection link necessary to interconnect two ICs co-located in the same Central Office at rates and charges specified in Item 4.15. C
- 3.12 ICs are required to meet all standards, regulatory requirements, Company operating procedures and requirements, safety and labour codes and security standards as specified by the Company in the Agreement.
- 3.13 The Company is not liable for any act or omission on the part of the IC or its employees, agents or contractors arising from or associated with the furnishing of service by the IC to its customers.
- 3.14 ICs are responsible for providing equipment spares and any training costs required for installation and maintenance of co-located equipment when such installation and maintenance are provided by the Company or its contractor.

ACCESS SERVICES TARIFF

3. Terms and Conditions (cont'd)

3.15 When requested, the Company will provide a second cable entrance for the IC's cable into the Central Office where such second entrance exists and where capacity is available. In this instance, charges in accordance with Item 4.15 will apply. C

3.16 The Company will offer both physical and virtual Co-location arrangements in the same Central Office where appropriate space and facilities are available as determined by the Company. C

4. Rates and Charges

4.01 A monthly rate applies for the lease of conduit/riser space used for the placement of the IC's fibre optic cable as specified in Item 4.15.

4.02 A service order charge applies and provides for the processing of the service order associated with a request for co-location. The service order charge will be applied to each request for a new co-location arrangement or for any changes or additions to existing co-location arrangements. Refer to Item 4.15 for this non-recurring charge.

4.03 An application charge per requested location applies and provides for preliminary work needed to determine whether co-location can be provided to meet the IC's request. See Item 4.15 for this non-recurring charge.

4.04 A project management fee applies and provides for all associated administration, design and engineering tasks required to accommodate an IC's request for co-location. This fee is based on the costs incurred as specified in Item 4.15.

4.05 A site preparation fee applies for Type 2 Co-location, (unsegregated space). This fee includes such items as preconditioning, additional riser and cable racking to accommodate the IC in the Central Office. The fee is based on the costs incurred as specified in Item 4.15 and will be quoted to the IC. C

ACCESS SERVICES TARIFF

4. Rates and Charges (cont'd)

4.06 The IC is responsible for any costs incurred by the Company to prepare the Central Office for the installation of the IC's transmission equipment. Costs may include, but are not limited to, such items as preconditioning of Central Office space and/or equipment as well as any cabling or wiring requirements. The non-recurring charges, where applicable, will be estimated and quoted in advance and charged based upon the costs incurred to accommodate the IC's equipment. See Item 4.15. C

4.07 The Company is responsible for the installation and maintenance of the IC to IC cross-interconnection link between two ICs co-located in the same Central Office. C

4.08 A monthly rate applies for the IC to IC cross-interconnection link between two ICs in the same Central Office as specified in Item 4.15. C

4.09 Work performed by the Company to provide the IC to IC cross-interconnection link shall be performed under tariffs applicable to Co-location installation and maintenance as specified in 4.15.

4.10 The IC will bear all construction/design costs incurred and committed to by the Company from the date of a request to the date of the cancellation of the request should the IC cancel its request for co-location prior to implementation.

4.11 The Company provides the electrical power necessary to operate the IC's transmission equipment at the rates and charges specified in Item 4.15. In addition, a power delivery charge applies as specified in Item 4.15.

4.12 Type 1:

a) In Type 1 Co-location the installation and maintenance of IC's transmission equipment will be performed by the IC's personnel or contractor, who have been approved by the Company, in accordance with Company operational guidelines.

ACCESS SERVICES TARIFF

4. Rates and Charges (cont'd)

- b) The ICs requesting Type 1 Co-location will be accommodated on a first-come, first-served basis, based on the date of application for Co-location, in increments of one sq. metre to a maximum of 20 sq. metres per Central Office location. However, where a Type 1 co-locator has exhausted the initial 20 sq.metres, additional space may be acquired, in increments of one sq.metre, subject to space being available. The Company reserves the right to determine the shape and specific location of the Central Office floor space provided. Refer to Item 4.15 for rates and charges. C
- c) A construction fee applies for any Central Office modifications required to enable the Company to provide Type 1 Co-location. This fee covers the costs of building modifications which are necessitated by the provision of Type 1 Co-location to all ICs in a particular Central Office. The first IC to obtain Type 1 Co-location at a specific Central Office will be charged all of the costs to modify that specific Central Office. If more than one IC obtains co-location service at a specific Central Office at the same time, the costs will be shared equally. If, within a period of 60 months of the Type 1 co-location by the first IC, additional ICs obtain Type 1 Co-location at the same Central Office they will be charged a proportionate share of the initial costs and this recovered amount will be reimbursed equally to the IC(s) with Type 1 Co-location already in that Central Office. The construction fee may include, but is not limited to costs for such items as perimeter walls, additional riser requirements, lighting and environmental conditioning, and securing Company property in the Central Office. The issuance of an invoice to the additional IC for its proportional share of the common costs, the associated payment terms and conditions, the reimbursement to the existing ICs and the notification to the existing ICs of additional ICs in the Central Office, will be in accordance with Telecom Decision CRTC 2002-5. C
- d) The fee will be determined based on the costs incurred as specified in Item 4.15.
- e) In addition, a second construction fee applies to install a secured enclosure (such as a cage) when requested by the IC. The fee for this element will also be determined by the Company on a cost incurred basis and will be quoted to the IC as specified in Item 4.15. C

ACCESS SERVICES TARIFF

4.13 Type 2:

Type 2 Co-location provides for the following:

- a) the installation, maintenance and repair of the IC's transmission equipment will be performed by the Company or its contractor. Such installation, maintenance and repair will be provided in response to IC requests; or
- b) the installation, maintenance and repair of the IC provided transmission equipment will be provided by the IC's personnel or contractor, who have been approved by the Company, subject to Company operational procedures and guidelines. The Company reserves the right to provide an escort at no charge during these activities.
- c) the IC has overall responsibility for the performance of its facilities and equipment, including responsibility for remote surveillance, diagnostics and sectionalization of trouble.
- d) The Company reserves the right to limit the available floor space assigned to each IC in each Central Office location where Type 2 Co-location is offered. C
- e) Those ICs requesting type 2 Co-location will also be accommodated on a first-come, first-served basis, based on the date of application for Co-location.
- f) The monthly rate applies for each 2.3 m high by .6m wide IC provided equipment bay installed and reserved. Refer to Item 4.15 for rates and charges.

ACCESS SERVICES TARIFF

4.14 Virtual Co-Location

- a) Under a virtual arrangement the installation, maintenance and repair of the IC's transmission equipment and fibre facilities from the manhole nearest the Central Office, as determined by the Company, to the point of termination/demarcation in the Central Office must be performed by the Company or its contractor. Such installation, maintenance and repair will be provided in response to IC requests. Refer to Item 4.15 for rates and charges. C
C
- b) Those ICs requesting virtual Co-location will also be accommodated on a first-come, first-served basis, based on the date of a completed application for Co-location.
- c) A monthly rate applies for each 2.3 m high by .6 m wide IC provided equipment bay installed and reserved. Refer to Item 4.15 for rates and charges.
- d) The Company is responsible to install the ICs cable between the nearest manhole and the cable vault and from the vault to the point of termination/demarcation in the Central Office at the rates specified in Item 4.15. C
- e) The Company reserves the right to limit the available floor space assigned to each IC in each Central Office location where virtual Co-location is offered. C
- f) Under a virtual co-location arrangement, the IC has overall responsibility for the performance of its facilities and equipment, including responsibility for remote surveillance diagnostics and sectionalization of trouble.
- g) The IC must meet all terms and conditions of co-location as determined in this Item and the Central Office License Agreement (COLA) between the Company and the IC.

ACCESS SERVICES TARIFF

4.15 The Company's rates and charges are as follows:

	<u>MRC</u> \$	<u>SC</u> \$	
Service Order Charge per order per Central Office)	-	185.00	C
Entrance Conduit (per metre or fraction of each cable) 0.16		-	
Floor Space (sq. metre of unsegregated or Segregated space	29.50	-	
Power Consumption (per fuse amp)			
a) 48 Volt DC	16.00	-	
b) 120 Volt AC	10.00	-	
c) 120 Volt AC (generator back up)	11.15	-	
Riser space (per metre per cable)	.40	-	
Application Charge (per request per Central Office)	-	1,270.00	C
IC to IC cross-interconnection link	(see Note 1)	N/A	

Note 1: For monthly rate please see Section N900 Item 4.

ACCESS SERVICES TARIFF

4.15 The Company's rates and charges are as follows: (cont'd)

	<u>MRC</u>	<u>SC</u>
Power Delivery (Notes 3, 4, 5)	-	(see Note 1)
Project Management Fee (per Central Office) (Notes 3, 4, 5)	-	(see Note 1)
Construction Fee (building, modification) (Notes 3, 4, 5)	-	(see Note 1)
Construction Fee (enclosure) (Notes 3, 4, 5)	-	(see Note 1)
Site Preparation Fee (Notes 3, 4, 5)	-	(see Note 1)
Installation/maintenance (Notes 3, 4, 5)	-	(see Notes 1, 2)
Cable Pulling/Splicing (Notes 3, 4, 5)	-	(see Notes 1, 2)
Escort (Notes 3, 4, 5, 6)	-	(see Notes 1, 2)

Note 1: The charges are based on costs incurred.

Note 2: Premium rates as specified in the Agreement apply for custom response times.

Note 3: For the first hour or fraction thereof of work performed during normal working hours an hourly labour rate of \$80.00 applies.

Note 4: For each additional 15 minutes or fraction thereof, a charge of \$20.00 applies.

Note 5: For work done on a call-out basis entirely outside of normal working hours, a minimum charge of 2 hours of labour time at \$115.00 per hour plus 1 hour of regular time at \$80.00 applies.

Note 6: Not applicable for the purpose of allowing access to co-located equipment in the Central Office.

ACCESS SERVICES TARIFF

14. LOCAL NUMBER PORTABILITY (LNP) AND WIRELESS NUMBER PORTABILITY (WNP) - 10 DIGIT GLOBAL TITLE TRANSLATION (10D GTT) - ACCESS TO SERVICE CONTROL POINT (SCP)

1. General

1.01 Local Number Portability (LNP)/Wireless Number Portability (WNP)- Access to Service Control Point (SCP) allows service providers to access a SCP database to obtain information pertaining to the terminating location of a call.

1.02 GTT - Access to Service Control Point provides signaling and message Exchange for service providers having CCS7 capability for those wishing to contract with the Company to perform 10 Digit Global Title Translations (10D GTT) on their behalf. The 10D GTT service supports those service providers that Exchange Call Management Services (CMS) queries for Automatic Call Back (ACB), Automatic Recall (AR), Screen List Editing (SLE), Calling Name (CNAM) and Billed Number Screening (BNS) database queries where the service provider cannot or does not perform the 10D GTT translations within its own network. C

1.03 Call Routing - LRN Absent provides call processing for calls from an interconnecting carrier in locations where LNP/WNP has been implemented, and when the interconnecting carrier does not transmit the LRN of the serving switch to which the call must be routed for termination. C

2. Definitions

2.01 Service Provider Portability enables an end user to retain the same telephone number when changing from one service provider to another in the following situations:

Wireline -to- wireline porting - when the ported telephone number moves from one LEC to another LEC within an ILEC Exchange; C

Wireless -to- wireless porting - when the ported telephone number moves from one WSP to another WSP within the ILEC Local Calling Area (LCA) of the original telephone number;

Wireline -to- wireless porting - when the ported telephone number moves from a LEC to a WSP within the ILEC LCA of the original telephone number;

Wireless -to- wireline porting - when the ported telephone number moves from a WSP to a LEC and the physical customer location of the ported telephone number is located within the ILEC Exchange associated with the telephone number. C

ACCESS SERVICES TARIFF

14. LOCAL NUMBER PORTABILITY (LNP) AND WIRELESS NUMBER PORTABILITY (WNP) -
10 DIGIT GLOBAL TITLE TRANSLATION (10D GTT) - ACCESS TO SERVICE CONTROL
POINT (SCP)

2. Definitions (Cont'd)

2.02 Exchange is a basic geographical area for the administration and furnishing of telephone service, and normally includes a city, town or village and adjacent areas. The territory served by an Exchange, within which local service rates apply is known as the Exchange area. C
C

2.03 Local Calling Area (LCA) is an area defined by the Company, wherein calls can be made by the Company's customers without the application of message toll charges. A LCA includes one or more Exchange areas. C

2.04 Location Routing Number (LRN) is a ten-digit routing number which is returned for a ported number that identifies the new terminating location.

2.05 Ported Numbers are those numbers which are identified for LNP/WNP treatment. The term refers to lines or directory numbers (DNS) formerly associated with a particular switch and now associated with a different service provider or Company switch. % Ported refers to the percentage of total subscribers who have moved to a new switch with their old number.

2.06 Donor Switch is a network switch which identifies the NPA-NXX as a portable NPA-NXX and provides the subsequent LNP call setup to a Recipient Switch.

2.07 10 Digit Global Title Translation (10D GTT provides where supported, a Destination Point Code and optionally a Subsystem Number that can be used to route queries to the appropriate network destination for the 10 Digit Global Title Translation application involved.

2.08 Portable NPA-NXX refers to unique NPA-NXXs, within which at least one customer has moved a number to another NPA-NXX for local service.

2.09 Ported Out - the donor switch marks the ported number as "ported out".

2.10 Ported In - the recipient switch marks the NPA-NXX as a "ported-in" NPA-NXX.

ACCESS SERVICES TARIFF

14. LOCAL NUMBER PORTABILITY (LNP) AND WIRELESS NUMBER PORTABILITY (WNP) - 10 DIGIT GLOBAL TITLE TRANSLATION (10D GTT) - ACCESS TO SERVICE CONTROL POINT (SCP)
2. Definitions (Cont'd)
- 2.11 Signal Transfer Point (STP) is a packet switching point in the CCS7 network which routes CCS7 signaling messages towards the intended network element.
- 2.12 Service Switching Point (SSP) is any Central Office switch which supports CCS7 signaling. C
- 2.13 Service Control Point (SCP) is a network-resident database which contains the ported number information necessary to support number portability.
3. Terms and Conditions
- 3.01 LNP/WNP - Access to SCP will only be offered where the necessary facilities, equipment and capacity are available. A digital network with CCS7 connectivity and Advanced Intelligent Network (AIN) software is required.
- 3.02 10 Digit Global Title Translation (10D GTT) is provided within the negotiated terms of Interconnection Non-Disclosure and Interconnection Confidentiality Agreements similar to the LNP/WNP SCP Access service arrangements. The provisioning of 10D GTT is limited only to those feature functionalities defined within this tariff or business arrangement and pursuant to requisite interconnection and transiting agreements.
- 3.03 All Local Exchange Carriers (LECs) are required to provide accurate and up-to-date information for every telephone number they serve, or their customers will be unable to receive calls from the customers of any other designated LECs.
- 3.04 Provisioning lead times, as per Industry standards and agreements, are required to set-up the network database information.
- 3.05 There is a one-month bill minimum.
- 3.06 Other applicable tariffs as necessary are required to access the Company's gateway STP.
- 3.07 The tariff is applicable to LECs, wireless service providers (WSPs) and IXCs who have previously negotiated the necessary Interconnection Non-Disclosure and Interconnection Confidentiality Agreements.

ACCESS SERVICES TARIFF

14. LOCAL NUMBER PORTABILITY (LNP) AND WIRELESS NUMBER PORTABILITY (WNP - 10 DIGIT GLOBAL TITLE TRANSLATION (10D GTT) - ACCESS TO SERVICE CONTROL POINT (SCP)

3. Terms and Conditions (Cont'd)

3.08 Call Routing-LRN Absent functionality is limited to the incumbent telephone company determining if the destination telephone number of a call from an interconnecting carrier has been ported to another local service provider, and if so obtaining the LRN of the serving switch to which the call must be routed for termination.

i) Charges are applicable to all line-side and trunk-side MF interconnecting circuits without option.

ii) Call Routing - LRN Absent is available for trunk-side CCS7 interconnecting circuits as an option.

4. Rates and Charges

4.01 Location Routing Number Query Charge - This charge provides for the completed query (dip) in the incumbent telephone company's LNP/WNP SCP, which returns information pertaining to the terminating location. This charge also provides for the CCS7 signaling interconnection between a Company gateway STP and the LNP/WNP SCP. This charge presupposes that the service provider has made suitable arrangements from their own network STP/SSP to the receiving Company gateway STP (per applicable tariffs and agreements).

4.02 10 Digit Global Title Translation (10D GTT) - This charge provides for the receipt, translation and forwarding capabilities of queries as defined in the service description. This signaling information is resident in the incumbent telephone company's LNP/WNP SCP information and pertains to the destination point code and subsystem number that can be used to route queries to a network switch, CNAM database or BNS database.

4.03 Service Provider Portability Subscription Fee - This charge applies to the National Carrier Access Management System to provide required maintenance enhancements and billing and data collection features.

ACCESS SERVICES TARIFF

14. LOCAL NUMBER PORTABILITY (LNP) AND WIRELESS NUMBER PORTABILITY (WNP - 10 DIGIT GLOBAL TITLE TRANSLATION (10D GTT) - ACCESS TO SERVICE CONTROL POINT (SCP)

4. Rates and Charges (Cont'd)

	Usage Charge \$	Monthly Rate \$	Service Charge \$
Location Routing Number Query, each completed query	0.00105	-	-
10D GTT - each completed query	0.00105	-	-
Service Provider Portability Subscription (SPPS) Fee, each service provider - for LNP/WNP SCP Access Service and/or 10D GTT service (see Note)	-	2,000.00	-
System Administration Service (SAS) Charge, initial set-up, each service provider - for LNP/WNP SCP Access and/or 10D GTT service (see Note)	-	-	50,000.00

Note: Customers are entitled to subscribe to any combination of LRN and/or 10D GTT without duplication of rates. The monthly SPPS fee applies once regardless of the subscription to LRN or 10D GTT or both.

4.04 Call Routing - LRN Absent Charge - This charge provides for call processing for calls from an interconnecting carrier, when the interconnecting carrier does not transmit the LRN of the serving switch to which the call must be routed for termination. For such calls, the incumbent telephone company will determine if the destination telephone number has been ported to another local service provider, and if so, will obtain the LRN of the serving switch to which the call must be routed for termination.

	Monthly Rate \$	Service Charge \$
Call Routing - LRN Absent, per DS-0		
Line-side Interconnecting Circuits	4.95	-
One-way Trunk-side/MF Interconnecting Circuits	6.20	-
Two-way Trunk-side/MF Interconnecting Circuits	3.75	-
One-way Trunk-side/CCS7 Interconnecting Circuits	6.20	206.00
Two-way Trunk-side/CCS7 Interconnecting Circuits	3.75	206.00

15. Local Network Interconnection and Component Unbundling

1. General

- 1.01 The services and arrangements contained in this Tariff item and related Company tariffs and agreements are made available only to Commission-approved Competitive Local Exchange Carriers (CLEC) and Digital Subscriber Line Service Providers (DSLSPs) as specifically noted.
- 1.02 A DSLSP arrangement provides for unbundled loops and associated connecting links.
- 1.03 The provision of the services and arrangements specified in this Tariff item and related Company tariffs and agreements, will be billed to and payable by the CLEC or DSLSP.
- 1.04 The services contained in this Tariff item for CCS7 Transiting Services (CCS7 signaling messages) are based on existing CCS7 interconnection arrangements.
- 1.05 Insofar as they are reasonably applicable and not inconsistent with this Tariff item, all other Company tariffs, including any amendments to or replacements of them, extend and apply to this tariff item. The General Regulations or Terms of Service of the Company including any amendments to or replacements of them, apply to this tariff item, with such modifications as the circumstances require.
- 1.06 Subject to the terms, conditions, rates and charges set out in applicable tariff(s) for co-location, other tariffs and agreements as may be applicable and, where the Company's facilities permit, a CLEC may, except where expressly prohibited by the Company's tariffs:
- a) interconnect their local services and facilities to the Company's services and facilities, offered under this Tariff item, subject to availability of the Company's services and facilities;
 - b) resell or share any of the Company's services and facilities;
 - c) provide local Exchange telephone services; and,
 - d) provide service to its customers which incorporates interconnection to the Public Switched Telephone Network (PSTN), using its own facilities, the Company's facilities or the facilities of another facility provider.

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

1. General (Cont'd)

1.07 Interconnection with CLECs will be made on a per Local Interconnection Region (LIR) basis.

1.08 Where a CLEC chooses to lease facilities from the Company instead of building facilities to support interconnection of their POI with the company's POI, the CLEC will pay the existing tariff rates for the associated facility or Competitor Service.

2. Definitions

For the purpose of this Tariff item:

2.01 Analogue Transmission is a telecommunications transmission which uses continuous signals to carry information.

2.02 Band is a collection or categorization of the Company's Exchanges or Central Office Codes (NXXs) which may also be called Rate Band. C

2.03 Bill and Keep is a process whereby the originating Local Exchange Carrier (LEC) bills its end-customer for the call and keeps the corresponding revenues; the originating LEC does not compensate the terminating LEC for call termination expense.

2.04 CCS7 Cross-Connection is the Company-provided cross connection between the gateway STP connection and CCS7 link transport facilities.

2.05 Central Office Building is the premises which houses Company local switching equipment, and may also house toll switching equipment and co-located competitor transmission equipment. C

2.06 Central Office Code (NXX) is the second set of three digits of a ten-digit telephone number (i.e., NPA-NXX-XXXX) which identifies the local switching office (a 3-digit identification code).

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)
2. Definitions (Cont'd)
- 2.07 Central Office Switch is the local switching equipment which connects to local end-customer lines and which enables end-customers to make and receive calls to and from other end-customers within the local calling area of their Exchange and to access message toll services of the Company and Interexchange Carriers. The Central Office Switch is associated with one or more Central Office codes (i.e., NXX codes). C
C
C
- 2.08 Common Language Location Identifier (CLLI) is an alphanumeric code used to identify physical locations and equipment, such as buildings, Wire Centres, poles and Central Offices. C
- 2.09 Default Point of Interconnection (Default POI) is the point within an LIR for a new interconnection arrangement, unless otherwise mutually agreed.
- 2.10 Company Loop Termination (COLT) is the end point of the Company-provided transmission path which terminates at the Company's distribution frame or other designated distribution device located in the Company's Central Office building or equivalent. C
- 2.11 Competitive Local Exchange Carrier (CLEC) is a Commission-certified provider of local exchange service other than the Company.
- 2.12 Connecting Link is a transmission path which connects a Company-provided unbundled network component located or terminated within a Company CO building or equivalent (i.e., Local Loop), to a CLEC or DSLSP's collocated transmission equipment located within a Company Central Office building or equivalent. C
- 2.13 Customer Network Interface (CUST-NI) is the point of termination or demarcation of a local loop specified in the Tariff item for primary exchange service.
- 2.14 Digital Subscriber Line Access Multiplexor (DSLAM) is a generic reference to the multiplexors provisioned for the purpose of providing the Company ADSL Access Service - General Tariff Section N900, including those provisioned within Central Office buildings, Wire Centres, remote switching facilities and standalone cabinets. C
C
C
- 2.15 Digital Transmission is a telecommunications transmission which uses non-continuous signals to transmit information.
- 2.16 Distribution Serving Area (DSA) is a basic geographic area within a Wire Centre area for the administration and furnishing of telephone service. There may be one or more DSAs within a given Wire Centre area. DSA boundaries do not overlap one another. C
C

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

2. Definitions (Cont'd)

2.17 A DSL Service Provider (DSLSP) is a provider of Digital Subscriber Line based applications, such as high speed internet access and Local Area Network extensions, to the public for compensation and that is not operating as a CLEC.

2.18 DS-0 Set - a group of DS-0s which are of the same type (i.e., Feature Group D, Feature Group B, or 800/888) within the same DS-1, connected at the same location and ordered at the same time.

2.19 End-customer is the ultimate user of all telecommunications services sold on a retail basis by CLECs, APLDS, DSLSPs or the Company.

2.20 Exchange is a basic geographical area for the administration and furnishing of telephone service, and normally includes a city, town or village and adjacent areas. The territory served by an Exchange, within which local service rates apply, is known as the Exchange area. See also Local Calling Area. C
C

2.21 Interexchange Carrier (IXC) is a Canadian carrier, as defined in section 2 of the Telecommunications Act, which provides interexchange services and is not the Company.

2.22 Local Calling Area is an area defined by the Company, wherein calls can be made by the Company's customers without the application of interexchange toll charges. A local calling area includes one or more Exchange areas. See also Exchange. C

2.23 Local Interconnection Region (LIR) is a geographic area specified by the Company within which traffic is exchanged with CLECs on a Bill and Keep basis as specified in Telecom Decision CRTC 2004-46.

(a) The LIR description in 2.23(b) includes the LIR designation, indented under the LIR designation is the Exchange names within the LIR and the default POI associated with the LIR. C

(b) LIR description is as follows:

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

2. Definitions (Cont'd)

LIR	Default POI
NTL-LIR-01	Timmins (01)
Abitibi Canyon	
Calstock	
Cobalt.	
Connaught	
Earlton	
Elk Lake	
Englehart	
Fauquier.	
Haileybury	
Hearst	
Iroquois Falls	
Kamiskotia	
Kapusking	
Kirkland Lake	
Larder Lake	
Latchford	
Matachewan	
Matheson	
Mattice	
Moonbeam	
New Liskeard	
Opasatika	M
Ramore	
Smooth Rock Falls .	
South Porcupine ...	
Swastika	
Timmins	
Virginiatown	S M

2.24 Local Loop is a Company-provided transmission path between, and including, the CUST-NI located at the end customer's premises and the COLT.

2.25 Numbering Plan Area (NPA) is also known as Area Code. An NPA is the 3-digit code that occupies the A, B, and C positions in the 10-digit North American Numbering Plan (NANP) format that applies throughout the NANP serving area. NPAs are of the format NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic.

2.26 Premises is the continuous property and the building or buildings located thereon, or the part or parts of a building, occupied at the same time by an end-customer CLEC or DSLSP.

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)
2. Definitions (Cont'd)
- 2.27 Reseller is a person engaged in resale, with or without adding value of a telecommunications service leased from an IXC or from the Company.
- 2.28 Trunk is a DS-0 time slot or channel within the Company-provided digital connection between the trunk-side of the Company's local switch and the Cross-Connect panel used to provide interconnection arrangements.
- 2.29 Trunk Group is a group of equivalent trunks.
3. Terms and Conditions
- 3.01 General
- a) The Company will provide the elements of local network interconnection and component unbundling subject to the availability of suitable facilities.
- b) CLECs and DSLSPs may subscribe to Local Loops and associated connecting links within a single Central Office building. C
- c) DSLSPs shall not use this arrangement for the provision of switched local voice services except for the provision of VoIP services, as per Telecom Decision CRTC 2005-28.
- d) The Company does not make any representation that the services in this Tariff item, or related Company Tariffs, shall at all times be available in the quantities requested and at the locations specified. The Company shall, however, make every reasonable effort to make such services available on request.
- e) If a CLECs or DSLSP cancels an application for service after the Company has incurred costs associated with the provision of the service, the CLEC or DSLSP shall pay the Company all incurred costs.
- f) The type, location and timing of facilities to provide the elements of this Tariff item must be specified, at the time of the order, by the CLEC or DSLSP. If the type, location or timing of facilities is changed by the CLEC or DSLSP, any additional expense incurred will be charged to the CLEC or DSLSP.
- g) Responsibility for services provided by the Company to a CLEC or DSLSP may be assumed by another CLEC or DSLSP. The assuming CLEC or DSLSP of record shall be responsible for payment of all unpaid rates and charges incurred by the CLEC or DSLSP from whom it assumes the services and facilities.

ACCESS SERVICES TARIFF

- N 15. Local Network Interconnection and Component Unbundling (Cont'd)
3. Terms and Conditions (Cont'd)
- 3.01 General (Cont'd)
- h) The elements of local network interconnection and component unbundling are provided in accordance with the specifications, interfaces and parameters described in this Tariff item and applicable technical references. The Company's primary obligation under this Tariff item is to provide local network interconnection and unbundled network components in accordance with such specifications, network interfaces and parameters. The Company does not warrant that its local network interconnection and unbundled network components are compatible with any specific facilities or equipment or can be used for any particular purpose or service. CLECs or DSLSPs ordering unbundled network components are responsible to obtain and provide facilities and equipment that are compatible with such unbundled network components.
 - i) Traffic imbalance may occur for traffic that is interchanged between a CLEC and the Company over designated Bill and Keep trunks. For LIR based interconnection the Company will notify the CLEC immediately upon detecting an imbalance. The monthly rates will be applied on the basis of actual traffic imbalances from the date of notification for as long as the imbalance exists. Billing would commence one month from the date of notification.
 - j) Services provided under the terms and conditions of this Tariff item will be maintained in accordance with the technical references.
 - k) The provision of local network interconnection and component unbundling outlined in this Tariff item does not constitute a joint undertaking with the CLEC or DSLSP in the furnishing of any service.
 - l) In the furnishing of services in this Tariff item, the Company is not responsible to the CLEC or DSLSP or their end-customers for end-to-end service.
 - m) The CLEC will furnish or arrange to furnish to the Company, at no charge, adequate equipment space and electrical power required by the Company to provide the connections under this Tariff item at the CLEC's premises, or at the CLEC's end-customer's premises, as appropriate.

ACCESS SERVICES TARIFF

N 15. Local Network Interconnection and Component Unbundling (Cont'd)

3. Terms and Conditions (Cont'd)

3.01 General (Cont'd)

- n) Subject to limitations imposed paragraph N200 Section 1, Item 1.05 any facilities and services of the Company required by a CLEC or DSLSP for the purpose of resale or sharing may be acquired through any of the Company's Tariffs including this Tariff item.
- o) The CLEC or DSLSP will furnish or arrange to furnish to the Company, at no charge, any additional facilities or protective apparatus that may be required to protect against any hazards associated with the particular nature or location of the connections.
- p) When it is necessary for the Company to install special equipment or to incur unusual expense in order to meet a CLEC's or DSLSP's requirements, an additional charge may be assessed based upon the equipment installed or the expense incurred.

3.02 Network and Facilities Changes

- a) The Company does not make any representation that its equipment, facilities and services are, or will remain, adapted for use in connection with CLEC or DSLSP equipment, facilities and services.
- b) The Company reserves the right to change, in whole or in part, the design, function, operation, technology or layout of its equipment, apparatus, lines, switches, circuits, and devices as the Company, in its sole discretion, considers necessary. The Company shall not be responsible to the CLEC or DSLSP or the customers of the CLEC or DSLSP for their equipment, apparatus, lines, switches, circuits, devices, in whole or in part, which cease to be compatible with Company facilities or which become inoperative because of such changes to the Company's equipment, apparatus, lines, switches, circuits, devices or other components.
- c) The Company, CLECs and DSLSP will each provide network-to-network notification to the other party in accordance with the network-to-network notification requirements established by Telecom Letter Decision CRTC 94-11 and prior to implementing changes to the design, function, operation, technology or layout of its equipment, apparatus, lines, switches, circuits or devices.

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

3. Terms and Conditions (Cont'd)

3.02 Network and Facilities Changes (Cont'd)

d) The Company shall have the right to modify its Exchange or LIR boundaries from time to time. The Company shall provide to the CLEC, no later than 31 December of each year, a forecast of Exchange or LIR boundary changes which the Company anticipated will be implemented during the following calendar year. In any event, the Company shall provide to the CLEC not less than six (6) months prior notice of any Exchange or LIR boundary affecting the territory served by the CLEC. C

e) The CLEC or DSLSP shall not implement any change to its operations, services or network which would, in the reasonable assessment of the Company, materially affect the Company's operations, services or network, without the prior consent of the Company, which shall not unreasonably be withheld. C

3.03 Network Outages

a) The Company will provide the CLEC with the earliest possible notice of all network outages affecting the operation of the CLEC's networks.

b) The Company does not guarantee uninterrupted working of its service and/or equipment and shall not be liable to the CLEC, or to any other entity, for any failure or delay in performance of any service provided pursuant to this, or any other Company tariff or agreement, to the extent that such failure or delay is attributable to causes or results from events beyond the Company's reasonable control. Nothing in this Tariff item shall extend the liability of the Company, as specified in the Company's Terms of Service or General Regulations, in the event of network outages or other service problems.

3.04 Protection

a) The characteristics and methods of operation of any circuits, facilities or equipment of the CLEC or DSLSP, when connected to the Company, shall not:

- 1) interfere with or impair service over any facilities of the Company or its connecting carriers involved in its services;
- 2) cause damage to its plant;
- 3) impair the privacy of any communication carried over its facilities; or

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

3. Terms and Conditions (Cont'd)

3.04 Protection (Cont'd)

- 4) create hazards to the Company's employees or to the public.
 - 5) The DSLSP's equipment must be certified in accordance with requirements detailed in General Tariff Section N850 Item 1. Use of Customer-Provided Equipment with the Company's Facilities.
 - 6) All equipment acceptable for interconnection with Company facilities within a Wire Centre shall be limited to those equipment types identified in the National Co-location Equipment List as amended and updated from time to time. Such equipment shall conform to the terms and conditions pursuant to the co-location tariffs and associated agreements as applicable.
- b) If such characteristics or methods of operation are not in accordance with the preceding, the Company will, where practicable, notify the CLEC or DSLSP that temporary discontinuance of the use of any circuits, facilities or equipment may be required. When prior notice is not practicable, nothing contained within this Tariff item shall be deemed to preclude the Company from temporarily discontinuing forthwith the availability to the CLEC or DSLSP of any circuit, facility or equipment if such action is reasonable under the circumstances. In cases of such discontinuance, the CLEC or DSLSP will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
- c) During any period of temporary discontinuance of service caused by a trouble or condition arising in the CLEC's or DSLSP operations, facilities or network, no refund for interruption of service, as set forth in the Company's Terms of Service or General Regulations, shall be made.

3.05 Transit Service

- a) Transit Services provide the Exchange of local traffic via the Company's networks between two carriers subscribing to the service, conditional on the existence of a business arrangement between two carriers originating and terminating traffic with each other and evidence of this business arrangement being provided to the Company.
- 1) Local Transit Service is provided between two CLECs conditional on the traffic originating and terminating in the same EAS area.

ACCESS SERVICES TARIFF

N 15. Local Network Interconnection and Component Unbundling (Cont'd)

3. Terms and Conditions (Cont'd)

3.05 Transit Service (Cont'd)

a) 1) Cont'd)

The carrier originating local transit traffic is responsible for providing the underlying facilities required to deliver the traffic to the Company on dedicated one-way trunk groups.

The Company will terminate local transit traffic via bill and keep trunks established between the Company and CLECs.

2) Toll Transit service provides CLECs and IXCs with the option to deliver their toll traffic to each other via the use of an Access Tandem switch. As NorthernTel does not have its own Access Tandem switch, a request for Toll Transit service can be made to the Default Toll Transit Service Provider (DTTSP). If required by the CLEC, NorthernTel may help the CLEC through its negotiation with the DTTSP.

3) CCS7 Transit may be obtained from third-party providers of this service.

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15. Local Network Interconnection and Component Unbundling (Cont'd)

3. Terms and Conditions (Cont'd)

3.06 Remote Switching and DSLAM Information

The Company will provide the following information for each Wire Centre requested in an order from a CLEC or DSLSP:

- a) a DSA designator for each DSA identified, C
- b) the CLLI code for the Wire Centre for each DSA designator identified above, C
- c) the 11 digit CLLI code for each remote, provisioned for the purpose of voice services within the Wire Centre area and associated with the requested Wire Centre, except those within Wire Centres or Central Office buildings for which co-location is mandated, C
- d) the 8 digit CLLI code for each DSLAM provisioned for the use of the Company ADSL Access Service within the Wire Centre area and associated with the requested Wire Centre, C
- e) the CLLI code for the Wire Centre associated with each remote and DSLAM identified above, C
- f) the Exchange name and civic address for each remote and DSLAM identified above, C
- g) whether each remote identified above uses fibre or copper,

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

3. Terms and Conditions (Cont'd)

3.06 Remote Switching and DSLAM Information (Cont'd)

- h) the maximum capacity of each remote identified above, i.e. <=24 loops, 25 to 672 loops or >672 loops, and
- i) the list of DSA designators for each remote identified above.
- j) data available for each Wire Centre with respect to boundaries of remote areas and remote Central Office or RSU locations, when requested by a CLEC or DSLSP. C

For each order received, the Company will provide electronic files of the Province of Ontario, that include all of the necessary information for each Wire Centre identified in the order. The first file will include items (a) and (b) and the second file will include items (c) through (i) inclusive, as identified above. C

Orders for Remote Switching and DSLAM Information are restricted to one order per calendar quarter.

A charge per order shall apply. See Item 4.

Also, a charge per Wire Centre shall apply as follows: C

- for each Wire Centre identified in the order, subject to a minimum charge equivalent to 10 Wire Centres. See Item 4 C

The provision of the above information is subject to the signing of a non-disclosure agreement with the Company.

3.07 ADSL Coverage Information

The Company will provide the following information for each NPA requested in an order from a CLEC or DSLSP:

For each order received, the Company will provide one file for Ontario that includes all of the necessary information for each NPA identified in the order.

The Company will provide data for each Wire Centre with respect to boundaries of remote areas and remote Central Office or RSU locations when requested by a CLEC or a DSLSP. C

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

3. Terms and Conditions (Cont'd)

3.07 ADSL Coverage Information (Cont'd)

Orders for ADSL Coverage Information from a given CLEC or DSLSP are restricted to one order per calendar quarter.

A charge per order shall apply. See Item 4

Also, a charge per NPA shall apply as follows:

- for each NPA identified in the order. See Item 4

The provision of the above information is subject to the signing of a non-disclosure agreement with the Company.

3.08 Connection to in-building wire

Where the Company has responsibility and control of copper in-building wire in a multi-dwelling unit (MDU), and where a CLEC or Carrier Internet Services Provider (Carrier ISP) that provides its own facilities to the main terminal room (MTR) of an MDU wants to use the in-building wire that is owned by the Company to complete the service to the CLEC's or Carrier ISP's customer, the Company will permit the CLEC or Carrier ISP to connect to and use the Company's copper in-building wire at no-charge. At the time of connection by the CLEC or Carrier ISP to the Company's copper in-building wire, the CLEC or Carrier ISP takes responsibility and control for its customer's end-to-end service.

As a condition of service under this tariff, and in accordance with paragraphs 50, 66 and 104 of Telecom Regulatory Policy CRTC 2009-657, *Review of the Internet traffic management practices of Internet service providers* (TRP 2009-657), customers employing Internet Traffic Management Practices (ITMPs) shall:

- (1) whether or not they are Canadian carriers, abide by the requirements of subsection 27(2) of the *Telecommunications Act* with regard to any ITMPs they employ;
- (2) abide by the disclosure requirements described in TRP 2009-657; and
- (3) not use for other purposes personal information collected for the purposes of traffic management or disclose such information.

ACCESS SERVICES TARIFF

N 15. Local Network Interconnection and Component Unbundling (Cont'd)

4. Rates and Charges

Rates and charges for the elements described below are specified in the individual tables following these descriptions, unless otherwise specified.

4.01 Routing of Competitive Local Exchange Carrier ("CLEC") 800/888 Calls

As NorthernTel does not have its own Gateway, the CLEC originated 800/888 calls will have to be routed to a default Company Gateway Service Provider (CGSP). Consequently, the CLEC will have to negotiate an agreement with the default CSGP. If required by the CLEC, NorthernTel may help the CLEC through its negotiation with the default CGSP.

4.02 Unbundled Network Components

a) Local Loops

- i) A local loop is a Company-provided transmission path between and including the Customer Network Interface (CUST-NI) located at the end-customer's premises and the Central Office Loop Termination ("COLT"). CLECs and Digital Subscriber Line Service Providers ("DSLSPs") will be able to obtain local loops from the Company subject to the availability of suitable facilities.
- ii) An unbundled loop provided in a Multi-Dwelling Unit (MDU) may be terminated at either the service provider demarcation point or at the customer demarcation point within the MDU. It is the responsibility of the CLEC ordering the unbundled loop to specify the required demarcation point at the time the order is placed with the Company.
- iii) Additional charges also apply in situations where the provision of loops requires extra work or equipment.

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling

4. Rates and Charges (Cont'd)

4.02 Unbundled Network Components (Cont'd)

a) Local Loops (Cont'd)

iv) A Loop Selection Charge applies whenever a CLEC or DSLSP requests the identification of the availability of a loop, in a given location, meeting a specific loop category profile. This service charge includes a report which identifies whether a loop meeting a specific loop category profile is available in a given location and provides the loop make-up. In the event that a loop which meets the requested loop category profile is not available in a given location, the CLEC or DSLSP may request the removal of bridge taps and/or loading coils from a loop at that location. In such cases, a Loop Modification Charge applies based on the amount of labour time and cost of materials required to remove the bridge taps and/or loading coils.

C v) Standard repair and provisioning intervals apply.

vi) The number of Rate Bands may vary by local loop type.

vii) The following types of Local Loops are available:

ACCESS SERVICES TARIFF

N 15. Local Network Interconnection and Component Unbundling (Cont'd)

4. Rates and Charges (Cont'd)

4.02 Unbundled Network Components (Cont'd)

a) Local Loops (Cont'd)

Type A

A Type A Local Loop is an analogue transmission path which extends from the CUST-NI to the COLT and supports the transmission of a voice-grade signal of approximately 3 kHz usable bandwidth terminating in a 2-wire electrical interface at both the end-customer's premises and at the COLT.

Type C

A Type C Local Loop is a digital transmission path which extends from the CUST-NI to the COLT and supports the transmission of an ISDN PRI (Primary Rate Interface) type signal terminating in a 4-wire electrical interface at both the end-customer's premises and at the COLT.

Type C Local Loops are provided as appropriate at the terms, conditions, rates, and charges specified in Digital Network Services Section N900, Sub-section 7, Item 7.04.

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

4. Rates and Charges (Cont'd)

4.02 Unbundled Network Components (Cont'd)

b) Diagnostic Maintenance Charge

A Diagnostic Maintenance Charge or Maintenance of Service Charge applies for each test made in response to each CLEC's or DSLSP's request for repair or testing of a trouble when no trouble is found in the Local Loop.

c) Connecting Links

- i) Connecting Links A provide the Central Office equipment required to connect the COLT of Type A Local Loops to the CLEC's or DSLSP's co-located transmission equipment located in the Company's Central Office building or equivalent.
- ii) Connecting Links A are provided in quantities of 100 and the service charge applied is a flat rate per 100 links. In addition, a monthly rate for the use of Central Office riser space (per meter, per cable) applies.
- iii) A link arrangement as specified in Access Services Tariff Section N200, Sub-section 15, Item 4.03 - Link arrangements for Interconnecting Canadian Carriers, provides the transmission path from the termination point of the Type C loop to the co-locater's transmission equipment.

d) Relay Service

- i) Relay Service, provided by the Company through a third party, provides a Deaf, hard of hearing or speech impaired customer, with the ability to communicate with other customers through the use of a keyboard-type device (a Teletypewriter or TTY). A specially trained operator (a "Relay Operator") assists in the placing or receiving of calls to/from persons using a TTY. A separate rate per Network Access Service (NAS) or per Working Telephone Number (WTN) will be assessed to the CLEC or WSP for access to Relay Service. C
C
C
C
- ii) In addition Internet Protocol Relay Service (IPRS), enables a person using an Internet-enabled device (e.g., personal computer) to communicate with another person (or vice-versa) over the telephone network. A specially trained Relay Operator transmits messages via Internet Protocol (IP)-based text conversation with a person with a hearing or speech disability and via voice conversation with a person without such a disability. C

ACCESS SERVICES TARIFF15. Local Network Interconnection and Component Unbundling (Cont'd)

4. Rates and Charges (Cont'd)

4.02 Unbundled Network Components (Cont'd)

d) Relay Service (Cont'd)

- iii) All references to Relay Service include both TTY based Relay Service and IPRS.
- iv) In order to automatically convey location information to the appropriate Emergency Response Centre or Public Safety Answering Point (PSAP), it is recommended that the customer register for Text with 9-1-1 Service (T9-1-1 Service) for 9-1-1 calls with a cellphone or call 9-1-1 directly using TTY over a landline as certain limitations apply to 9-1-1 calls made through Relay Service. Emergency calls originating from Relay Service will be handled differently than 9-1-1 calls which originate from traditional wireline services. The Customer must inform all users and potential users of the service of the nature, obligations, and limitations of placing an emergency call with Relay Service.
- v) Basic 9-1-1 Service will be provided with TTY-based Relay Service. Where a TTY user requests the Relay Operator to place a call to emergency services, the TTY user will have to provide their specific address/location. Once this information has been successfully provided to the Relay Operator, the Relay Operator will route the customer's call to the appropriate Emergency Response Centre or PSAP corresponding to the provided address/location.
- vi) Nomadic Voice over Internet Protocol (VoIP) 9-1-1 Service will be provided with IPRS. Emergency calls placed with IPRS will be routed to a Relay Operator and the caller will have to provide their specific address/location. Once this information has been successfully provided to the Relay Operator, the Relay Operator will route the call to the appropriate Emergency Response Centre or PSAP corresponding to the provided address/location.

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ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

4. Rates and Charges (Cont'd)

4.02 Unbundled Network Components (Cont'd)

d) Relay Service (Cont'd)

- vii) Emergency calls originating from an address or location outside of Canada cannot be routed to any Emergency Response Centre or PSAP.
- viii) Failures in any Customer-provided equipment or Customer-provided network; outages of the Company's network; or a Relay Service outage may prevent emergency calling from working.
- ix) IPRS includes a feature for IPRS users to input and update their location information. The IPRS user is solely responsible for providing the correct location information and for keeping it up to date. This location information may be used to route the emergency call and/or for dispatch if the IPRS user is unable to communicate their location during an emergency call.
- x) If the user does not provide the correct address and location information, emergency services may be dispatched to the wrong address. In such cases, the Company and its suppliers are not liable for any and all claims or actions arising out of any such misrouted emergency calls. Without limitation, the Company and its suppliers are not liable for any and all claims or actions arising out of a user's failure to provide accurate and current address and location information or for the failure of a user to provide complete or accurate information, in order to properly dispatch emergency services.
- xi) For new Customers that began subscribing to Relay Service after January 1 2020, the Customer shall provide the Company with a forecast of anticipated monthly call volumes.
- xii) 9-1-1 Service is not available in certain parts of Canada where local authorities have not made it available.

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

4. Rates and Charges (Cont'd)

4.02 Unbundled Network Components (Cont'd)

d) Relay Service (Cont'd)

Xiii) For IPRS (including 9-1-1 Service) to work, the user is responsible for: (1) the supply of electrical power; and (2) the proper maintenance of IPRS-enabling equipment, including replacing the battery, if any, and contacting their voice or Internet service provider for technical servicing as required.

xiv) The Customer disclaims all liability of any kind of the Company's licensors and suppliers. The Customer agrees to discharge, waive and release the Company's licensors and suppliers from any claims, liabilities and damages, known or unknown, arising out of or relating to the Customer's interactions with such parties and their products and services, and further agrees that it may enforce rights, benefits and remedies relating to such products or services only against the Company.

e) Emergency-Reporting and Alerting systems (9-1-1)

i) Emergency Service (9-1-1) provides a CLEC with access to the Company's Emergency 9-1-1 Service.

ii) The service (9-1-1) is available to CLECs by establishing a Trunk-side Interconnection to the Company's 9-1-1 tandem switch from NorthernTel. A separate rate per Network Access Service (NAS) or Working Telephone Number (WTN) will be assessed to the CLEC for such access.

iii) The type of access may vary with the type of service available in the Company's operating territory, but will generally involve one type:

a) Regional Emergency 9-1-1 Service:

- To be negotiated between CLECs, the Company and Agencies.

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ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

4.03 The Local Network Interconnection and the Unbundled Network Component rates and charges are as follows:

Local Network Interconnection:	Monthly Rate \$	Service Charge \$
CCS7 Signalling Interconnection - CLEC Switch to the Company Gateway STP, each link	Note 1	Note 1
One-Time Service Charge	Note 1	Note 1
CCS7 Cross-Connection per Cross-Connection	Note 1	Note 1

Unbundled Network Component	Monthly Rate \$	Service Charge \$			
		Per Order		Per Loop	
Local Loops, per loop		Residence	Business See Note 2	Residence	Business
Type A					
Rate Band C	17.18	24.10	44.35	16.50	24.85
Rate Band E	42.82	24.10	44.35	16.50	24.85
Rate Band F (1-4)	30.76	24.10	44.35	16.50	24.85

Note 1: Refer to Section N200 Sub-section 8.

Note 2: For multi-dwelling unit orders the business rate applies.

Other Activities:	Service Charge \$
Loop Selection, per loop	49.60
Loop Modification, per loop	Note 3

Note 3: This charge is determined based on the amount of labour time and cost of materials required to modify the existing loop to remove the bridge taps and/or loading coils as identified in Co-location tariff Section N200, Sub-section 13, Item 4.15 notes 3, 4 and 5.

Type C: Section N900, Sub-section 7, Item 7.04 (Band 3 rate)

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

4.03 The Local Network Interconnection and the Unbundled Network Component rate and charge is as follow for each request: (Cont'd)

Remote Switching, DSLAM and ADSL Coverage Information:

	Service Charge (\$)
Per order	86.21
Per wire center (see Note)	147.29

Note: Minimum charge: \$1708.50

ADSL Coverage Information:

	Service Charge (\$)
Per order	86.21
Per NPA	3676.05

	Monthly Rate \$	Service Charge \$
Connecting Links:		
Connecting Link A, per 100 links	1.08	-
Service Charge, per 100 links	-	1,379.42
Connecting Link C, Link arrangement		
7 DS-1	-	862.14
14 DS-1	-	862.14
28 DS-1	-	862.14
Riser Space, per metre, per cable (Connecting Links A)	.40	-
Relay Service:		-
Set-up Charge, per CLEC per NAS or WTN	.13	156.90
9-1-1 Service:		-
Access by CLEC end-customers per NAS or per WTN	Tariff N390 Item 4.03	-
Trunks between CLEC Switch & 9-1-1 Tandem Switch	Tariff N900 Item 7.04	-

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

4.03 The Local Network Interconnection and the Unbundled Network Component rate and charge is as follow for each request: (Cont'd)

Note: In the event that a CLEC or DSLSP co-located equipment resides on the same floor as the Company's MDF, no Riser Space charges apply. However, unusual expenses may apply for the recovery of any expenses the Company incurs associated with the use of horizontal Riser Space. See Section N200, Sub-section 13 Item 4.15.

4.04 Compensation for Traffic Terminations

(a) Termination of CLEC Intra-exchange or Intra LIR Traffic

Traffic imbalance may occur for traffic that is interchanged between NorthernTel and a CLEC over designated Bill and Keep trunks. Subject to the paragraphs below that applies to existing exchange-based interconnection, where a traffic imbalance exists, the party which originates less traffic than it terminates is entitled to compensation. It is the responsibility of the party entitled to compensation (i.e., in whose favour the imbalance exists) to detect and apply charges for the imbalance.

For existing exchange-based interconnection, NorthernTel will notify the CLEC of any imbalance in NorthernTel's favour that is detected for 3 consecutive months on specific trunk groups (the "initial imbalance").

If NorthernTel detects a traffic imbalance in its favour, subsequent to the initial imbalance that applies for existing exchange-based interconnection and for LIR-based interconnection, it shall notify the CLEC as soon as possible. For both the exchange-based and the LIR-based interconnection regimes, the non-recurring monthly rates specified below will be applied on the basis of actual traffic imbalances from the date of notification.

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15. Local Network Interconnection and Component Unbundling (Cont'd)

4.04 Compensation for Traffic Terminations (Cont'd)

(a) Termination of CLEC Intra-exchange or Intra LIR Traffic (Cont'd)

The charge for any month is calculated for each trunk required at the busiest period of that month on the basis of actual traffic imbalance in the month. The non-recurring monthly rates specified below apply for as long as the imbalance exists. When an imbalance recurs in a month subsequent to its declining to zero, NorthernTel shall notify the CLEC of the recurrence of the imbalance. NorthernTel will then issue an invoice for the imbalance consistent with the manner in which ongoing imbalance situations are billed.

Where a traffic imbalance favourable to NorthernTel exists for a partial month after the activation of Bill and Keep trunks in a new LIR, NorthernTel may waive charges for that partial month. If NorthernTel chooses to do so, billing will resume as normal in the first complete month.

LIR Based Interconnection For traffic imbalance of	Monthly Rate								
	>10%	>20%	>30%	>40%	>50%	>60%	>70%	>80%	>90%
Up to 24 trunks, each trunk.....	\$2.15	\$3.57	\$5.02	\$6.44	\$7.87	\$9.31	\$10.73	\$12.17	\$13.60
Up to 48 trunks, each trunk.....	3.36	5.61	7.86	10.10	12.35	14.59	16.85	19.10	21.34
Up to 72 trunks, each trunk.....	3.73	6.22	8.72	11.21	13.70	16.20	18.69	21.18	23.67
Up to 96 trunks, each trunk.....	3.93	6.55	9.17	11.79	14.42	17.03	19.65	22.27	24.89
More than 96 trunks, each trunk.....	4.03	6.72	9.41	12.10	14.78	17.47	20.16	22.86	25.55

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ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

4.04 Compensation for Traffic Terminations (Cont'd)

- b) Delivery of CLEC Traffic within the Company's Extended Area Service ("EAS")

CLEC traffic originated in an exchange can be delivered to the Company's subscribers in other exchanges that have EAS with the originating exchange, via separate one-way or two-way trunks interconnected to the gateway in the originating exchange.

Two-way trunks are used, the CLEC shares with the Company the costs of provisioning the trunks between its gateway and the Company's gateway, due to the Company's ability to route traffic from its subscribers within the EAS area to the CLEC over these trunks. In addition, one-half of the trunk termination charges specified below apply to each of the trunks in the two-way trunk group. Service charges do not apply.

	Monthly Rate \$	Service Charge \$
Order Processing, each order	n/a	177.60
Interconnection trunk activation or change, each trunk	n/a	21.42
Trunk Termination Charge		
up to 24 trunks, each trunk	13.06	n/a
up to 48 trunks, each trunk	20.52	n/a
up to 72 trunks, each trunk	22.76	n/a
up to 96 trunks, each trunk	23.92	n/a
more than 96 trunks, each trunk	24.52	n/a

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

4.05 Compensation for Transiting Service

a) Transit Services

Charges imposed on the Company by carriers receiving traffic, which are not recovered in the rates and charges associated with the Company's transit services, will be passed on to the originating carrier in the form of unusual expenses.

C Local Transit service provides CLECs with the option to deliver their local exchange traffic to other CLECs via the Company's networks. The traffic originates and terminates in the same Company local exchange or in Company exchanges within a single EAS area or LIR.

The monthly charges apply on a per trunk basis for each trunk used to deliver local exchange transit traffic to the Company and applies based on the size of the trunk group. Each transit trunk is provided on a DS-0 basis.

The service charge includes a one-time order processing charge and a trunk activation/change charge per trunk.

ACCESS SERVICES TARIFF

15. Local Network Interconnection and Component Unbundling (Cont'd)

4.05 Compensation for Transiting Service (Cont'd)

a) Transit Services (Cont'd)

CCS7 Transit service provides for transiting of Integrated Services Digital Network between CLECs and operating ILEC exchange are provided. See Section N200, Sub-section 8.

- C b) Local Transit Service provided to CLECs for the delivery of originating and terminating local transit traffic to another CLEC within the same EAS Area or LIR.

	Monthly Rate \$	Service Charge \$
Local Transit Service		
Order Processing, each order	-	187.68
Trunk activation or change, each trunk	-	22.63
Transit Charge		
up to 24 trunks, each trunk	28.01	-
up to 48 trunks, each trunk	30.68	-
up to 72 trunks, each trunk	31.46	-
up to 96 trunks, each trunk	31.92	-
more than 96 trunks, each trunk	32.02	-