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Effective 1 July 2015, when Dryden Municipal Telephone System appears in this Tariff it is taken to mean DMTS a division of Bell Canada.

**DRYDEN MUNICIPAL TELEPHONE SYSTEM
GENERAL TARIFF**

Containing:

Terms of Service

Definitions

Tariffs For:

Exchange Service

Inter-Exchange Services

Digital Network Services

Other Services and Facilities

This Tariff specifies the rates, charges and terms applicable to service, equipment and facilities furnished by the Company.

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PREFACE

1. GENERAL

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.

- 1.01 This General Tariff contains the terms and conditions of the basic contract for service that exists between Dryden Municipal Telephone System, hereinafter called the Company, and each of its customers or lessees for all services, equipment and facilities furnished by the Company. Refer to Section 80, Terms of Service.
- 1.02 The other sections contain the rates, rentals and charges for all service, equipment and facilities provided on a general basis in all of the Company's Exchanges. C
- 1.03 The Company must apply the rates specified in this Tariff. There is no authority to apply different rates and charges for service, equipment or facilities unless otherwise specified in the Tariff.
- 1.04 In the General Tariff, "Commission" means the Canadian Radio-television and Telecommunications Commission.

2. TARIFF REVISIONS

- 2.01 Changes will be shown on the revised page as follows:
 - (a) the revision issue will be shown at the top of the page immediately below the page number.
 - (b) the revisions will be noted by a code and/or a symbol (see Section 30) shown in the left hand margin.
 - (c) only the current changes will be indicated on the page.
- 2.02 Check pages (Section 50) will be issued with each set of revisions and will show all pages that have been revised or introduced by means of an asterisk (*).

3. NUMBERING

3.01 Numbering in this Tariff will be shown in the following manner:

120 – 2.01(a) (1).

120 denotes the Section

2 denotes the Sub-section

2.01 denotes the Item

(a) denotes the Paragraph

(1) denotes the Article

CODES AND SYMBOLS

| <u>CODE</u> | <u>DENOTES</u> |
|-------------|--|
| C | Change in working or correction |
| D | Decrease in rate or charge |
| F | Reformatting of existing material with no change in rate or charge |
| I | Increase in rate or charge |
| N | New entry, page or section |
| S | Discontinued rate or change in regulation |
| T | Transferred from or to (page or section) |
| Z | Entry, page or section – cancelled and deleted |

| <u>SYMBOL</u> | <u>DENOTES</u> |
|---------------|---|
| * | Revised page (shown on Check Pages only) |
| # | Renumbered page, section, sub-section or item |
| | Area influenced by code |

ABBREVIATIONS

ABBREVIATION

DENOTES

| | |
|----------|--|
| 40MHZ | 40 megahertz |
| 60HZ | 60 hertz |
| 110V | 110 volts |
| % | per cent |
| /sec | per second |
| A.C. | alternating current |
| Amp Hr. | ampere-hour |
| A.S.R. | automatic sending and receiving (teletypewriter) |
| BIF | business interphone –F |
| B.R.A. | base-rate area |
| B.S.S. | business service systems |
| Bus. | business |
| C.D.F. | central distribution frame |
| CMS | call management services |
| C.O. | central office |
| Cont'd | continued |
| D.A.C. | digital access systems |
| D.A.S. | digital access channels |
| D.C. | direct current |
| D.C.S. | digital channel service |
| D.S.L.T. | dial station line terminal |
| E.A.S. | extended area service |
| Ext. | extension |
| H.F. | high frequency |
| I/C | incoming |
| Km | kilometer |
| L.R.A. | locality rate area |
| MESC | multi-element service charge |
| MRC | monthly recurring charge |
| N/A | not applicable |
| No. | number |
| NRC | non-recurring charge |
| P.A.B.X. | private automatic branch exchange |
| P.B.X. | private branch exchange |
| PMR | Portable Mobile Radio |
| PP | Portable Pager |
| P.S.R. | page type-sending and receiving (teletypewriter) |
| P.T.C. | program transmission channel |
| R/C | rate code |
| Res. | Residence |
| Rev. | revision |

ABBREVIATIONS

N – NEW PAGE IN SECTION

ABBREVIATION

DENOTES

| | |
|------|---------------------------------|
| S/A | special assembly |
| SC | service charge |
| SSB | single side-band |
| SS-1 | selective-signalling system |
| T.V. | television |
| TWX | teletypewriter exchange service |
| USOC | uniform service order code |
| VHF | very high frequency |
| WATS | wide area telephone service |

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Section 50

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The material contained on the above pages has been transferred to the General Tariff of the CANADIAN ALLIANCE OF PUBLICLY-OWNED TELECOMMUNICATIONS SYSTEMS.

1. GENERAL

- 1.01 Except as otherwise specified, these Terms of Service apply with regard to services for which the Canadian Radio-television Commission has approved a Tariff.
- 1.02 These Terms do not limit the Company's liability in cases of deliberate fault or gross negligence, anti-competitive conduct or of breach of contract where the breach results from the gross negligence of the Company.
- 1.03 Tariff services offered by the Company are subject to the terms and conditions contained in:
- (a) these Terms;
 - (b) applicable provisions of the Company's Tariffs; and
 - (c) any written application, to the extent that it is not inconsistent with these Terms or the Tariffs.

2. EFFECTIVE DATE OF CHANGES

- 2.01 Subject to sub-section 2.02, changes to these Terms or the Tariffs, as approved by the Canadian Radio-television Commission, take effect on their effective date even though applicants or customers have not been notified of them or have paid or been billed at the old rate.
- 2.02 The old non-recurring charges for the transactions in question apply where service which was to be provided by a creation agreed-upon date was, through no fault of the applicant or customer, not so provided and in the meantime a rate increase has gone into effect.

3. OBLIGATION TO PROVIDE SERVICE

3.01 The Company is not required to provide service to an applicant where:

- (a) the Company would have to incur unusual expenses which the applicant will not pay; for example, for securing rights of way or for special construction;
- (b) the applicant owes amounts to the Company that are past due other than as a guarantor; or
- (c) the applicant does not provide a reasonable deposit or alternative required pursuant to these Terms.

3.02 Where the Company does not provide service on application, it must provide the applicant with a written explanation upon request.

4. SYSTEM FACILITIES

4.01 Except where otherwise stipulated in its tariffs, by special agreement, the Company must furnish and install all facilities required to provide service.

4.02 Upon termination of service, the customer must return Company equipment.

4.03 The Company must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that the Company may charge for the additional expense incurred when the applicant or customer requires maintenance and repair work to be performed outside of regular working hours. This section does not apply where otherwise stipulated in Company tariffs or by special agreement.

4.04 A customer, who has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to the Company's facilities, may be charged the cost of restoration or replacement. In all cases, customers are liable for damage caused to Company facilities by customer-provided facilities.

5. COMPANY RIGHT TO ENTER PREMISES

- 5.01 The Company's agents and employees may, at reasonable hours, enter premises on which service is or is to be provided, to install, inspect, repair and remove its facilities, to inspect and perform necessary maintenance in cases of network-affecting disruptions involving customer-provided facilities, and to collect proceeds from coin telephones.
- 5.02 Prior to entering premises, the Company must obtain permission from the applicant, customer or other responsible person.
- 5.03 Entry is not subject to sub-section 5.01 and 5.02 in cases of emergency or where entry is pursuant to a court order.
- 5.04 Upon request, Company's agent or employee must show valid Company identification prior to entering premises.

6. TWO-PARTY AND FOUR-PARTY SERVICE – DESTANDARDIZED

- 6.01 At the time a person applies for residential telephone service, the Company must state the rate of two-party and four-party service, where applicable.
- 6.02 Customers who wish to change to a lower grade of service that is available may do so without charge.

TERMS OF SERVICE

7. DEPOSITS AND ALTERNATIVES

7.01 Except as otherwise stipulated in its Tariffs, the company cannot require deposits from an applicant or customer at any time unless the applicant or customer:

- (a) has no credit history with the Company and will not provide satisfactory credit information
- (b) has an unsatisfactory credit rating with the Company due to payment practices in the previous two years regarding the Company's services; or
- (c) clearly presents an abnormal risk of loss.

7.02 The Company shall inform the applicant or customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of the Company.

7.03 An applicant or customer may provide an alternative to a deposit provided it is reasonable in the circumstances.

7.04 At no time may the total amount of all deposits and alternatives provided by or for an applicant or customer exceed three months' charges for all services, including anticipated long distance charges.

7.05 The Company shall credit interest on customer cash deposits held by the Company for the period during which the deposit is retained and the interest rate shall be the Bank of Canada Target Overnight Rate plus 1.25%. **C**

7.06 The Company must show on the customer's monthly billing statement, the telephone number of a company representative to whom any inquiry regarding a customer's deposit may be directed. The Company shall provide a written statement to the customer of the total amount of the deposit held with accrued interest upon customer request or at the time of refunding the deposit. **C**

7.07 The Company must review to continue appropriateness of deposits and alternative arrangements at six month intervals. When service is terminated or the conditions which originally justified them are no longer present, the Company must promptly refund the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the customer.

TERMS OF SERVICE

7. RESTRICTIONS ON USE OF SERVICE

- 8.01 Service may be used by the customer and all persons having the customer's permission to use it. In the case of business telephone service, joint use within the meaning of the Company's tariffs shall be permitted only upon approval by the Company in accordance with the applicable provisions of its tariffs.
- 8.02 Customers are prohibited from using the Company's services or permitting them to be used for a purpose or in a manner that is contrary to Law or for the purpose of making annoying or offensive calls.
- 8.03 Customers are prohibited from using the Company's services or permitting them to be used so as to prevent a fair and proportionate use by others. For the purpose, the Company may limit use of its services as necessary. In the case of any party line customer who unduly interferes with the use of any other service on the same line, the Company may require the customer to obtain a higher grade of service, where facilities are available.
- 8.04 The Company's facilities must not be re-arranged, disconnected, removed, repaired or otherwise interfered with except in cases of emergency, where specified in the Company's tariffs or by special agreement. Terminal equipment provided by the customer may be connected with Company facilities, pursuant to the provisions of the General Tariff or by special agreement.
- 8.05 No payment may be exacted, directly or indirectly from any person by any party other than the Company for the use of any of the Company's services, except where otherwise stipulated in the Company's tariffs or by special agreement.

9. CUSTOMER LIABILITY FOR CALLS

- 9.01 Customers are responsible for paying for all calls originating from, and charged calls accepted at, their telephones, regardless of who made or accepted them.

10. DISPUTE PROCEDURE

10.01 Customer may dispute charges for calls which they do not believe originated from or were accepted at their telephones. The dispute procedure set out in the introductory pages of the telephone directory should be followed and customers must pay the undisputed portion of the bill.

11. CONFIDENTIALITY OF CUSTOMER RECORDS

11.01 Unless a customer provides express consent or disclosure is pursuant to a legal power, all information kept by the Company regarding the customer, other than the customer's name, address and listed telephone number, is confidential and may not be disclosed by the Company to anyone other than:

- the customer;
- a person who, in the reasonable judgement of the Company, is seeking the information as an agent of the customer;
- another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with information to be used only for the purpose;
- a company involved in supplying the customer with telephone or telephone directory related services, provided the information is required for the purpose and disclosure is made on a confidential basis with the information to be used only for the purpose;
- an agent retained by the Company to evaluate the customer's credit worthiness or to collect the customer's account provided the information is required for, and is to be used only for, that purpose; or
- a public authority or agent of a public authority, if in the reasonable judgement of the Company, it appears that there is imminent danger to life or property, which could be avoided or minimized by disclosure of the information.

Express consent may be taken to be given by a customer where the customer provides:

- written consent;
- oral confirmation by an independent third party;
- electronic confirmation through the use of a toll-free number; or
- electronic confirmation via the internet
- oral consent, where an audio recording of the consent is retained by the carrier; or
- consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

11.02 The Company's liability for disclosure of information contrary to sub-section 11.01 is not limited by sub-section 16.01.

TERMS OF SERVICE

11. CONFIDENTIALITY OF CUSTOMER RECORDS – cont'd

- 11.03 Upon request, customers are permitted to inspect Company records regarding their service.
- 11.04 The Company may also release to a law enforcement agency, in accordance with the terms of a tariff approved by the CRTC, the identity of the service provider, but not the name of the customer, associated with a specific number.

12. DIRECTORIES

- 12.01 Customers are entitled to receive, without charge, as many copies of the most recent telephone directory for their district, both white and yellow pages, and as many copies of subsequent updated directories as they are published, as are reasonably required, up to a maximum of one per telephone whether provided by the customer or Company.
- 12.02 The Company must provide, without charge, replacement directories required as a result of reasonable wear and tear.
- 12.03 The contents of the company's directories may not be published or reproduced in any form without the Company's written consent.

13. DIRECTORY ERRORS AND OMISSIONS

- 13.01 In the case of errors or omissions in directory white and yellow page standard listings, whether or not the error or omission is with regard to a telephone number, the Company's liability is limited to making a refund or cancelling any charge associated with such listings for the period during which the error or omission occurred. However where the error or omission is occasioned by Company negligence, the Company is also liable for the amount calculated in accordance with sub-section 16.01.
- 13.02 In the case of errors in telephone numbers in directory white and yellow page listings, unless Central Office facilities are unavailable, the Company must provide reference of call service, free of charge, until termination of the customer's service or distribution of updated directories for that district in which the number or listing is correct. C
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TERMS OF SERVICE

14. COMPANY-INITIATED CHANGES IN TELEPHONE NUMBERS AND SERVICE ARRANGEMENTS

- 14.01 Customers do not have any property rights in telephone numbers assigned to them. The Company may change such numbers, provided it has reasonable grounds for doing so and has given reasonable advance written notice to the customers in question, stating the reason and anticipated date of change. In cases of emergency, oral notice with subsequent written confirmation is sufficient.
- 14.02 Whenever the Company changes a customer's telephone number on its own initiative, it must, unless there are insufficient Central Office terminations available, provide reference of call service without charge until termination of the customer's service or distribution of updated directories for that district showing the new number, whichever occurs first. C

15. REFUNDS IN CASES OF SERVICE PROBLEMS

- 15.01 Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Company facilities, the Company's liability is limited to a refund of charges, on request, proportionate to the length of time the problem existed. With regard to long distance service and short period private line service, the refund shall be computed in a similar manner, provided the Company is advised promptly of the problem. No request is necessary where a problem in Primary Exchange service lasts twenty-four hours or more from the time the Company is advised of the problem. However, where the problem is occasioned by the Company's negligence, the Company is also liable for the amount calculated in accordance with sub-section 16.01. C

16. LIMITATION OF COMPANY LIABILITY

16.01 Except with regard to physical injuries, death or damage to customer premises or other property occasioned by its negligence, the Company's liability for negligence, including negligence with regard to intercept, reference of call service and emergency service from coin telephones, and also for breach of contract where the breach result from the negligence of the Company, is limited to the greater of twenty dollars (\$20.00) and three times the amounts refunded or cancelled in accordance with sub-sections 13.01 and 15.01, as applicable.

16.02 The Company is not liable for:

- (a) any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which the Company does not directly serve;
- (b) defamation or copyright infringement arising from material transmitted or received over the Company's facilities;
- (c) copyright or trademark infringement, passing off or acts of unfair competition arising from directory advertisements furnished by a customer or a customer's directory listing, provided such advertisements or the information contained in such listings were received in good faith in the ordinary course of business.

17. PAYMENT TIME LIMIT

- 17.01 Subject to sub-section 17.02 and 17.03, charges cannot be considered past due until the time prescribed in the Company's Late Payment Charge Tariff has expired.
- 17.02 In exceptional circumstances, for example when a customer has incurred a significant amount of long distance charges and presents an abnormal risk of loss to the Company, prior to the normal billing date the Company may request payment from the customer on an interim basis for the non-recurring charges that have accrued, providing the customer with details regarding the services and charges in question. In such cases, subject to 17.03, the charges can be considered past due three days after they are incurred or three days after the company demands payment, whichever occurs later.
- 17.03 No charge disputed by a customer can be considered past due unless the Company has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.
- 17.04 The Company may request immediate payment in extreme situations, provided that a notice has been issued pursuant to 17.02 and the abnormal risk of loss has substantially increased since that notice was given or the Company has reasonable grounds for believing that the customer intends to defraud the company.

18. LIABILITY FOR UNBILLED AND UNDERBILLED CHARGES

- 18.01 Unless there has been customer deception with regard to a charge, customers are not responsible for paying a previously unbilled or underbilled charge except where:
 - (a) in the case of a recurring charge or a charge for an international long distance message, it is correctly billed within a period of one year from the date it was incurred; or
 - (b) in the case of a non-recurring charge other than for an international long distance message, it is correctly billed within a period of 150 days from the date it was incurred.
- 18.02 In the circumstances described in sub-section 18.01, unless there has been customer deception, the Company cannot charge the customer interest on the amount of the correction. If the customer is unable to promptly pay the full amount owing, the Company must attempt to negotiate a reasonable deferred payment agreement.

TERMS OF SERVICE

19. LIABILITY FOR CHARGES THAT SHOULD NOT HAVE BEEN BILLED AND THOSE THAT WERE OVERBILLED

- 19.01 In the case of a recurring charge that should not have been billed or that was overbilled, a customer must be credited with the excess back to the date of the error, subject to applicable limitation period provided by law. However, a customer who does not dispute the charge within one year of the date of an itemized statement which shows that charge correctly loses the right to have the excess credited for the period prior to that statement.
- 19.02 Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the customer disputes them within 150 days of the date of the bill.
- 19.03 A customer who is credited with any amount that should not have been billed or that was overbilled shall also be credited with interest on that amount calculated as the Bank of Canada Target Overnight Rate plus 1.25%, for the period during which the error occurred. **C**
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20. MINIMUM CONTRACT PERIOD AND CANCELLATION BEFORE SERVICE COMMENCEMENT

- 20.01 The minimum contract period for Company services shall be one month commencing from the date the service is provided, except where otherwise stipulated in the Company's tariffs or where the Company has stipulated a longer period in instances in which special construction is necessary or special assemblies are installed.
- 20.02 A customer who cancels or delays a request for service before installation work has started cannot be charged by the Company. Installation work is considered to have started when the customer has advised the Company to proceed, and the Company has incurred any related expense. A customer who cancels or delays a request for service after installation work has started, but before service has started, will be charged the lesser of the full charge for the entire minimum contract period plus installation charge and the estimated costs incurred installation less estimated net salvage. The estimated installation costs include the cost of unsalvaged equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labour and supervision, and any other disbursements resulting from the installation and removal work.

TERMS OF SERVICE

21. CUSTOMER-INITIATED TERMINATION OF SERVICE

21.01 Customers who give the Company reasonable advance notice may terminate their service after expiry of the minimum contract period, in which case they must pay charges due for service which has been furnished.

21.02 Before expiry of the minimum contract period, customers may terminate their service in which case they must pay the full charges for the entire minimum contract period or, in the following circumstances, charges due for service which has been furnished:

(a) in the event of the death of the customer during the minimum contract period, the termination is effective from the date the Company is notified of the death;

(b) where the customer's premises are destroyed, damaged or condemned by reason of fire or other causes beyond the customer's control, so that they must be abandoned, the termination is effective from the date the Company is notified;

(c) in the case of directory listings for which a specific charge applies and in the case of directory listings with regard to joint use of service in the event of the death of the listed party or any joint user or when either acquires separate telephone service, the termination is effective from the date the Company is notified of the death or from the date of the commencement of the separate service;

(d) where a change to the base rate, Exchange or local service area affects the customer's service, the termination is effective from the date the Company is notified of the customer's desire to terminate service; C

(e) where a customer replaces any Company service with another Company service, their termination is effective from the date of the replacement, subject to the terms of the Company's tariffs and, notwithstanding sub-section 1.03 item (c) the terms of the contract for the service in question;

(f) where a customer's service is taken over without lapse by a new customer at the same location, the termination with respect to the original customer is effective from that date. However, if at that time the new customer discontinues any of the original service or facilities, the original customer must pay the full charge for such discontinued service or facilities for the entire minimum contract period;

TERMS OF SERVICE

21. CUSTOMER-INITIATED TERMINATION OF SERVICE cont'd

21.02 cont'd

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- (g) where the circumstances specified in sub-section 21.02 items (a) through (f) do not apply, the minimum contract period is greater than one month at the same location, and the customer has given the Company advance notice, the termination is effective when the customer pays the termination charge specified in the contract for the service in question or, where such charge is not specified, a termination charge of one-half of the charges remaining for the unexpired portion of the minimum contract period; and
- (h) in the case of directory listings for which a specific charge applies and in the case of directory listings with regard to joint use of service, where the listing has appeared in a directory and the customer's service is terminated or the listed party or joint user moves to another location, and the customer has given the Company advance notice, the termination is effective on the date of that service termination or move, subject to a minimum charge on one month, and as of such time as no reference of call service is provided from the old to the new number.

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22. COMPANY-INITIATED SUSPENSION OR TERMINATION OF SERVICE

22.01 The Company may suspend or terminate a customer's service only where the customer:

- (a) fails to pay an account of the customer that is past due, provided it exceeds fifty dollars or has been past due for more than two months;
- (b) fails to provide or maintain a reasonable deposit of alternative when required to do so pursuant to these Terms;
- (c) fails to comply with the terms of a deferred payment agreement;
- (d) repeatedly fails to provide the Company with reasonable entry and access in conformity with items 5.01 and 5.02;
- (e) uses or permits others to use any of the Company's services so as to prevent fair and proportionate use by others;
- (f) uses or permits others to use any of the Company's services for a purpose or in a manner that is contrary to the tariff of the Company or is otherwise contrary to Law or for the purpose of making annoying or offensive calls;
- (g) contravenes sub-section 8.04 or 8.05; or
- (h) fails to provide payment when requested by the Company pursuant to sub-section 17.04.

22.02 The Company shall not suspend or terminate service in the following circumstances:

- (a) failure to pay non-tariffed charges;
- (b) failure to pay charges for a different class of service at different premises or for service in the name of another customer, including failure to pay the account of another customer as a guarantor;
- (c) where the customer is prepared to enter into and honour a reasonable deferred payment agreement; or
- (d) where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and the Company does not have reasonable ground for believing that the purpose of that dispute is to evade or delay payment.

22. COMPANY-INITIATED SUSPENSION OR TERMINATION OF SERVICE – cont'd

22.03 Prior to suspension or termination, the company must provide the customer with reasonable advance notice, stating:

- (a) the reason for the proposed suspension or termination and the amount owing (if any);
- (b) the scheduled suspension or termination date;
- (c) that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay);
- (d) the reconnection charge;
- (e) the telephone number of a Company representative with whom any dispute may be discussed;
- (f) that disputes unresolved with this representative may be referred to a senior Company manager.

Where repeated efforts to contact the customer have failed, the Company must delivery such advance notice to the billing address.

For the purposes of sub-section 22.03, reasonable advance notice for the termination or suspension of the service of a customer that is a competitor will generally be at least 30 calendar days.

22.04 In addition to the notice required by 22.03, the Company, must, at least twenty-four hours prior to suspension or termination, advise the customer or another responsible person that suspension or termination is imminent except where:

- (a) repeated efforts to so advise have failed; or
- (b) immediate action must be taken to protect the Company from network harm resulting from customer-provided equipment; or
- (c) the suspension or termination occurs by virtue of a failure to provide payment when requested by the Company pursuant to sub-section 17.04.

22.05 Except with customer consent or in exceptional circumstances, suspension or termination may occur only on business days between 8 a.m. and 4 p.m., unless the business day precedes a non-business day in which case disconnection may not occur after 12 noon.

22. COMPANY-INITIATED SUSPENSION OR TERMINATION OF SERVICE – cont'd

- 22.06 Suspension or termination does not affect the customer's obligation to pay any amount owed to the Company.
- 22.07 In the case of services that have been suspended, unless suspension occurs during the minimum contract period, the Company must make a daily pro rata allowance based on the monthly charge for such service.
- 22.08 The company must restore service, without undue delay, where the grounds for suspension or termination no longer exist or a payment or deferred payment agreement has been negotiated.
- 22.09 Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, the Company must restore service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

1. RETURNED CHEQUE CHARGE

Note: The Canadian Radio-television and Telecommunications Commission forbears from the regulation of late payment and non-sufficient funds charges in Telecom Regulatory Policy CRTC 2009-424, Section III.

You will find the company's Policy regarding late payment and non-sufficient funds charges at the following website www.dmts.biz. Alternatively, a customer can request a written copy of the Policy by contacting the following number 1-800-223-1100.

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GENERAL

2. LATE PAYMENT CHARGE

Note: The Canadian Radio-television and Telecommunications Commission forbears from the regulation of late payment and non-sufficient funds charges in Telecom Regulatory Policy CRTC 2009-424, Section III.

You will find the company's Policy regarding late payment and non-sufficient funds charges at the following website www.dmts.biz. Alternatively, a customer can request a written copy of the Policy by contacting the following number 1-800-223-1100.

3. GENERAL TERMS AND CONDITIONS

- 3.01 The following terms and conditions apply for all service, equipment and facilities furnished by the Company as provided for in its various Tariffs.
- 3.02 Except as provided for in Section 80 – 4.03, the Company may require that customers install and/or maintain telephones, equipment or facilities provided by the Company and assume all risks and liabilities incident to the installation, maintenance and operations thereof when such telephones, equipment or facilities are located in places involving unusual hazards. The Company may compensate such customers by means of monthly allowances to be set off against the Company's standard monthly rates.
- 3.03 The customer shall arrange and pay for a local supply of suitable commercial electric energy with outlet, when required for the operation of company-provided equipment furnished to the customer.

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4. Basic Listing Interchange File Service

4.01 Service Description

Basic Listing Interchange File (BLIF) provides for a machine-readable file containing non-confidential Customer listing information (the “Listing File”) for the Company’s Customers listed in the Company’s directory and directory assistance database. The Company provides a complete set of listings, as specified in the BLIF Service Description and Ordering Guidelines Document (the “BLIF Document”) prepared by the Operator Services and Directory Listings Sub-Working Group of the CRTC Interconnection Steering Committee to Local Exchange Carriers (LEC) for the sole purpose of providing telephone directories and/or directory assistance, to independent telephone directory publishers for the sole purpose of publishing telephone directories, and to Alternate Operator Service Providers (AOSPs) for the sole purpose of providing directory assistance. C

4.02 Definitions

For the purpose of this Tariff item:

“Listing File” means a machine-readable file containing non-confidential Customer listing information for the Company Customers listed in the Company’s Directory and directory assistance database. C

“Master File” means the Listing File that reflects complete Residence and/or Business/Government Customer listing information for the Exchanges requested by a LEC, independent telephone directory publisher, or Alternate Operator Service Provider. C

“Update File” means the Listing File that contains only the changes to Customer listing information, that is additions, deletions and revisions, resulting from service order activity affecting the LEC’s independent telephone directory publisher’s, or AOSP’s Master File and/or previous Update Files. The Update File is comprised of a series of update lists. The number of update lists will vary depending on the frequency (i.e. daily, monthly, weekly) of updating required by the LEC, independent telephone directory publisher’s, or AOSP. C

4.03 Conditions of Service

- (a) Applicants to BLIF must enter into a five year Basic Listing Interchange File Agreement (the “Licensing Agreement”) with the Company. C
- (b) Listing Files are provided according to the BLIF Document. File formatting will conform with the specifications set out in the BLIF Document.
- (c) The listing information provided under the terms of this Tariff Item and as further detailed in the Licensing Agreement may not be shared, resold, rented or otherwise disposed of to third parties.

GENERAL

4.03 Conditions of Service – continued

- (d) The provision of BLIF will be available within 90-120 days of receipt by the Company of the request from a LEC, an independent telephone directory publisher, or AOSP. C
- (e) The Company is not liable for any inaccuracies in the Listing File content, fault in the information due to the medium in which it is contained, its suitability for the use by the purchaser or its merchantability or use for a particular purpose. The limitation of liability provisions as set out in the Licensing Agreement, to be entered into by the LEC, the independent Telephone Publisher, or AOSP and the Company, are hereby incorporated by reference as part of this Tariff Item. C
- (f) Customers may purchase Residential listings, Business/Government listing or both.
- (g) The Listings File will include all of the required information as specified in the BLIF Document. Optional information referred to in the BLIF Document that is currently available in Dryden MTS's directory of directory assistance database will also be provided.
- (h) The Listing File includes only the Customer listing information as specified in General Tariff – Directory Listings – Section 140.3 – Primary Listing.

The following types of listing information are not provided in BLIF:

- 1) Non-Published and Non-Listed Telephone Numbers;
 - 2) “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;
 - 3) 800, 877, 888 and 900 listings;
 - 4) Reference listings;
 - 5) 9-1-1, 7-1-1-, 6-1-1, 4-1-1, 0 and 1;
 - 6) Wireless listings;
 - 7) Additional Listings; and
 - 8) Text accompanying listings (i.e. special instructions or Internet listings)
- (i) LECs, independent telephone directory publishers, or AOSP's must acknowledge receipt of the Listing File pursuant to the specifications set out in the BLIF document.
 - (j) The Listings File is available on an Exchange basis. C
 - (k) In the event of termination of BLIF Service prior to the expiration of the Licensing Agreement, any amounts due to the Company pursuant to the Licensing Agreement, shall immediately become due and payable. Termination rights are further detailed in the Licensing Agreement. C

4.04 Rates

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The following rates and charges are payable to Dryden MTS as outlined in the Licensing Agreement.

These rates are in addition to any other applicable rates and charges as stated in Dryden MTS's tariffs.

- 1) Residential Listings
 - Master File, per listing \$0.15
 - Update File, per listing \$0.15

- 2) Business/Government Listings
 - Master File, per listing \$0.15
 - Update File, per listing \$0.15

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DEFINITIONS

ADDITIONAL TELEPHONES – See 220 – 1.01.

ADJOINING EXCHANGES – Exchanges whose boundaries are common at any point, except where a boundary consists of a large natural barrier.

BASE RATE AREA – The area served by an Exchange where Primary Exchange Services are provided at basic rates. Outside of the Base Rate Area but within the same Exchange Area, Rural Flat Rates apply. (See 100 – 3.01) C

BASIC SERVICE – Service that is limited to the offering of transmission capacity for the movement of information.

BAUD – The signaling speed of a channel in pulses.

BIT – A single binary decision or the equivalent amount of information to be transmitted or received.

BUILDING – A structure with outside walls and roof. Adjoining buildings with abutting walls are considered to be a single building for purposes of this Tariff when there are one or more suitable doorways in the walls at or above street level and the Company is able to route its channels through the walls.

BUSINESS SERVICE – See 170 – 2.01

CANADIAN CARRIER – A telecommunications common carrier that is subject to the legislative authority of Parliament; (*entreprise canadienne*)

CENTRAL OFFICE – A designated building used historically to house switching equipment for main telephone, trunk lines and broadband equipment and also used by eligible CLECs, IXCs and DSLSPs for co-location, local interconnection, toll interconnection and broadband traffic hand-off. C
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CENTREX – Is a business service that does not require on customer premises switching equipment.

CENTRAL OFFICE LINE – A channel that connects one or more main telephone services directly with a Central Office. C
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CHANNEL – An electrical path provided by a physical conductor or otherwise, as the Company elects, for the transmission of electric energy.

CIRCUIT – See “Channel”

CLASS OF SERVICE

- When applied to customers' Exchange service this is the term used to describe the character of its primary use which determines whether the business or residence rate classification applies (See 170 – 1.01). C
- When applied to message toll service this is the term used to describe the type of message which determines whether the person-to-person or station-to-station rate classification applies.

DEFINITIONS

CLOSED CIRCUIT (VIDEO) – A channel that connects an originating point directly with viewing equipment provided by the lessee at one or more locations. Each such location is considered to be a service point.

CONNECTING COMPANY – A person, corporation, association or firm which operates one or more Exchanges that interchange traffic with the Company. C

CONTINUOUS PROPERTY – The portion of land occupied by a customer that does not extend beyond property occupied by another party. Where, however, a customer occupies portions of land fronting on both sides of a public thoroughfare and opposite to each other, or is the sole occupant of buildings located thereon, these portions of land are considered to be continuous property if suitable poles, conduit or enclosed passageway for the placing of channels between them or between such building are provided, installed and maintained by or at the expense of the customer.

CUSTOMER – means an individual who has requested service and for whom telephone equipment has been installed or provided in designated premises by the Company so as to provide the service.

CUSTOMER CHANNELS – Data channels and teletype channels operate at signaling speeds in accordance with various schedules as stated below:

Schedule 1 – operates at signaling speeds up to and including 45 bauds.

Schedule 2 – operated at signaling speeds up to and including 55 bauds.

Schedule 3 – operates at signaling speeds up to and including 82.5 bauds.

Schedule 3a – operates at signaling speeds over 82.5 bauds up to and including 150 bauds.

Schedule 4 – similar to channels provided for voice-grade channels. When the transmission characteristics do not meet the customer's requirements, a channel conditioned to provide certain envelope delay and loss deviation characteristics, may be provided at the appropriate rates and charges.

DUPLEX OPERATION – Operation that provides for simultaneous transmission in both directions over a channel.

EQUIVALENT SERVICE – Two or more Central Office lines or trunk lines provided for a customer from one Central Office and are arranged so that an incoming call for the telephone number listed for the group of lines is completed to any available idle line within the group. C
C

DMTS

GENERAL TARIFF

DEFINITIONS

EXCHANGE – See 100 – 1.01

EXCHANGE AREA – See 100 – 1.01

EXCHANGE SERVICE – See 100 – 1.03

EXTENDED AREA SERVICE – Those Exchanges with which toll-free dialing is permitted. See 100 – 3.01 i). C

EXTRA LISTING – See 140 – 4.01

FLAT-RATE SERVICE – Primary Exchange service furnished at a stipulated basic rate. C

FOREIGN-EXCHANGE SERVICE – See 310 – 1.01

GRADE OF SERVICE – The term used to describe customers' Exchange service with respect to the service or equipment provided. The grades of Exchange service furnished are individual line and two-party line. C

INDIVIDUAL LINE SERVICE – A line arranged to serve only one main station. See 180 – 1.01

INITIAL SERVICE PERIOD – The stipulated minimum period of time the Company will furnish the required services or equipment and for which the Company's charges must be paid whether or not the services are used by the customer for the whole of the period. The Initial Service Period commences from the date that service or equipment is provided.

LESSEE – A person, partnership, firm, body corporate or politic, government or department thereof and the legal representative thereof, which contracts for the lease of a channel.

LOCAL CHANNEL – See 260 – 2

LOCAL MESSAGE – A message between two primary services in the same local-service area.

LOCAL SERVICE – See 100 – 1.03

LOCAL-SERVICE AREA – See 100 – 1.01

DMTS

GENERAL TARIFF

DEFINITIONS

MAIN TELEPHONE (OR MAIN STATION)

- As used with telephone service, denotes a telephone connected to main telephone service or, if two or more telephones are connected to any such service, denotes the principal one of such telephones.
- As used with channels for telephotograph transmission, denotes a station designated by the lessee as the principal station (the term “main telephone” does not apply).

MAIN-TELEPHONE SERVICE – Primary Exchange service which provides for the use of a Central Office line. **C**

MESSAGE (CALL) – A communication transmitted over facilities provided by the Company.

NETWORK – As used in connection with channels, denotes the channel facilities connecting two or more service points or stations of a lessee, when at all or certain times the service points or stations form a distinct operating group.

P.B.X. – PRIVATE BRANCH EXCHANGE

PERSON – includes a partnership, firm body corporate or politic, government or department thereof and the legal representatives of such person.

PREMISES – The continuous property and the building or buildings located thereon, or the part of parts of a building, occupied at the same time by a customer. For mobile-telephone service, each mobile unit of the customer is considered a separate part of his premises.

PRIMARY EXCHANGE SERVICES – See 100 – 2.01

PRIMARY LISTING – See 140 – 3.01

PUBLIC TELEPHONE SERVICE – See 150 – 1.01

RATE BAND – A categorization of the Company's Exchanges in accordance with the criteria set out in Telecom Decision CRTC 2001-238 or subsequent determinations, used for rating purposes. **N**
N

RATE CENTRE – A designated Wire Centre within an Exchange used for determining local, interexchange and foreign-exchange distance charges. An Exchange may have one or more Wire Centres but only one Wire Centre in an exchange is designated as the Rate Centre. **C**
C

RESIDENCE SERVICE – See 170 – 3.01

DMTS

GENERAL TARIFF

DEFINITIONS

SEMI-PUBLIC TELEPHONE SERVICE – See 160 – 1.01

SERVICE CHARGE – See 110 – 1.01

SERVICE POINT – A point at which a circuit or channel is connected with equipment of a lessee; also a Wire Centre or Rate Centre of the Company to which measurement of an Interexchange channel is made. C

SET – See “Telephone”

STATION

- As used in connection with telephone service – See “Telephone”.
- As used in connection with channels, denotes the termination of other equipment including the transmitting equipment, or combination transmitting and receiving equipment, at any location on the premises of a lessee and connected with any such channel.

TELEPHONE – A telephone instrument connected to permit the sending and receiving of messages.

TELEPHONE NUMBER – A distinctive designation assigned to each Primary Exchange service. C

TOLL OFFICE – The operating unit for the furnishing of message toll service.

WIRE CENTRE – A designated location within a Wire Centre area used for rating purposes. The Wire Centre is the location of a Central Office if the Central Office is located within that Wire Centre area. Where the Central Office used to serve a Wire Centre area is not located within that Wire Centre area, a point in that Wire Centre area will be designated as the Wire Centre. C

WIRE CENTRE AREA – A designated geographic boundary used for rating purposes. Within each Wire Centre area there is a single Wire Centre. C

EXCHANGE SERVICE - GENERAL

1. GENERAL

- 1.01 An Exchange is a basic unit for the administration and furnishing of telephone service, and normally includes a city, town or village and adjacent parts. The territory served by an Exchange, within which local-service rates apply, is known as the Exchange area or local-service area. In some cases, an Exchange area includes two or more base rate areas. C
- 1.02 When an Exchange area contains one Wire Centre and more than one base rate area, then that Wire Centre is designated as the Rate Centre. When more than one Wire Centre and more than one base rate area exists in an Exchange area, then only one of the Wire Centres is designated as the Rate Centre. C
- 1.03 Exchange service (or local service) is the furnishing of the service and equipment required for telephone communication between Primary Exchange services of the same Exchange or local-service area, and between such service and the associated toll office. C

EXCHANGE SERVICE - GENERAL

2. PRIMARY EXCHANGE SERVICES

- 2.01 Primary Exchange services are the basic services which provide for the facilities essential to the service, according to their respective equipment specifications. C
- 2.02 The following primary services are furnished in each Exchange except where otherwise stated in this Tariff: C
- (a) Flat-rate services, which consist of customer services, namely individual line service.
 - (b) Message-rate services, which consist of the following:
 - (1) Semi-public telephone service.
 - (2) Public telephone service.

EXCHANGE SERVICE - GENERAL

3. EXCHANGES

3.01 The Exchange names, Central Office (NXX) codes and area code are as follows:

| EXCHANGE NAMES | RATE BAND | NXX NO. | AREA CODE |
|----------------|-----------|---------|-----------|
| DRYDEN | F-3 | 223 | 807 |
| DRYDEN | F-3 | 221 | 807 |

Dryden has Extended Area Service with Wabigoon (938), Oxdrift (937), Perrault Falls (529), Eagle River (755), Vermilion Bay (227), Ignace (934), Hudson (582) and Sioux Lookout (737) Exchanges of Bell Canada.

EXCHANGE SERVICE - GENERAL

4. RATE SCHEDULES FOR PRIMARY EXCHANGE (LOCAL) NUMBER

- 4.01 A specific schedule of basic rates for Primary Exchange (or local) service applies for the Base Rate Area.
- 4.02 The initial service period for all Primary Exchange services is one month.
- 4.03 The following are basic monthly rates for Primary Exchange services.

| ITEM CODE | DESCRIPTION | MRC | | SC |
|-----------|--------------------------------------|----------------|----------------|------|
| 1002 | Single Line Bus Rotary | | \$ 40.00 | MESC |
| | | Minimum | Maximum | |
| 1002T | Single Line Bus (includes touchtone) | # | \$ 83.89 | MESC |
| 0002 | Single Line Res Rotary | # | \$ 27.52 | MESC |
| 002T | Single Line Res (includes touchtone) | # | \$ 38.41 | MESC |
| 1008 | Trunk Line | # | \$ 73.00 | MESC |
| 1010 | Tie Trunk Line | # | \$ 73.00 | MESC |
| 1881 | Paging Trunk | # | \$ 73.00 | MESC |
| 1036 | D.I.D. Trunk | # | \$ 73.00 | MESC |
| 1026 | Courtesy Taxi Line | | \$ 9.00 | MESC |
| 1040 | Trunk Card Channel Bank | | \$ 7.60 | MESC |
| 1041 | Directory # for Pagers | | \$ 0.38 | MESC |

- (a) Equivalent service is provided at a monthly rate of \$3.00 for each line so arranged.
- (b) Touch-tone is a part of the Primary Exchange (Local) Service offering for all available individual residence and business lines in Exchanges where Touch-tone is available. (It applies to all new installations and move orders).

Filed in confidence with the CRTC.

5. PROMOTIONS OF SERVICES

5.01 From time to time marketing promotions are held to attract customers.

5.02 The company will waive the Multi-Element Service Charges (MESC) applicable to the Call Management Services (CMS) referenced in Section 490 – 14 of the company's general tariff, when the customer subscribes to a CMS service during the period of September 6, 1995 to October 11, 1995 inclusively.

6. RELAY SERVICE

6.01 Relay Service enables a person using a keyboard-type device (e.g., TTY) to communicate with a hearing person (or vice-versa) over the telephone network. A specially trained operator assists in the placing or receiving of calls to/from persons using a keyboard-type device.

6.02 Rates and Charges

The following rates and charges apply to all residence and business customer's switched network access lines and are in addition to other applicable rates and charges.

| ITEM CODE | DESCRIPTION | MRC | SC |
|-----------|---------------------------------|---------|-----|
| RLYSVC | Hard of Hearing – Relay Service | \$ 0.13 | N/A |

EXCHANGE SERVICE - GENERAL

7. 9-1-1 PUBLIC EMERGENCY REPORTING SERVICE

7.01 General

- (a) Public Emergency Reporting Service is provided to all residence and business customers connected to the Company's network by Primary Exchange, Centrex, Digital Network Service of Wireless Access services. The service provides for the transport of 9-1-1 dialed calls to the emergency reporting bureau and other agencies as specified in the agreement. C
- (b) The service provides the universally recognized 9-1-1 three digit dial access code from each Wire Centre to the emergency response agency servicing the community and/or municipality. Answering of the call and the emergency response is the responsibility of the ERB and is not provided by the Company as part of the 9-1-1 Public Emergency Reporting Service. C
- (c) The Company determines and provides the required individual or trunk lines and data lines to the ERB and the fire, police and ambulance dispatch centres. When the ERB requests lines or trunks above the number determined to be appropriate by the Company, then tariff rates apply to the additional requirements. C

7.02 Confidentiality

- (a) The Company provides to the ERB agency on a call-by-call basis for the operation of 9-1-1 PERS, the name, telephone number and service location shown on the Company's records as the address for the Primary Exchange or Centrex services from which the 9-1-1 call is placed, and when required, the Company provides the class of service. The class of service and the service location, if not the listed address, are provided on a confidential basis, as an exception to section 80 subsection 11 for the sole purpose of responding to emergency calls. C
- (b) The information consisting of names, addresses and telephone numbers of customers whose listings are not published in directories or listed in the Directory Assistance records is an exception to section 80 – 11, for the sole purpose of responding to emergency calls. The party calling 9-1-1 waives the right to privacy afforded under section 140 – 1.04(b) to the extent that the name, location and telephone number associated with the originating telephone are furnished to the Emergency Response Bureau operating the 9-1-1 PERS. C

EXCHANGE SERVICE - GENERAL

7. 9-1-1 PUBLIC EMERGENCY REPORTING SERVICE – cont'd

7.03 Features

9-1-1 PERS provides 3-digit dial access (9-1-1) to emergency response agencies for those customers as specified in 7.01 above. The 9-1-1 call is delivered to a central answering location operated by the Emergency Reporting Bureau. The attendant at the bureau determines the nature of the emergency and forwards the call to the appropriate fire, police or ambulance dispatch centre. The answering attendants at the agencies are supported by the following special features with 9-1-1 PERS.

(a) Selective Routing and Transfer

The Company maintains a central database in the network that will automatically route the 9-1-1 call to a pre-assigned answering bureau.

(1) Wireline

Routing of the 9-1-1 call is based on service address location as determined by the calling telephone number.

If the caller's telephone number is not discernible or not received in time, the 9-1-1 call routing is based on the serving end office's incoming trunk group default emergency service number.

If the caller's telephone number record is not available in the Automatic Line Identification (ALI) database, the 9-1-1 call routing is based on the caller's NPA-NXX default emergency service number.

(2) Wireless

The routing of a 9-1-1 call to the emergency agency designated by the municipality is based on the incoming wireless trunk group's Billing Telephone Number (BTN).

If the wireless trunk group's BTN is not discernible or not received in time, the 9-1-1 call routing is based on the serving end office's incoming trunk group default emergency service number.

If the wireless trunk group's BTN record is not available in (ALI) database, the 9-1-1 call routing is based on the wireless trunk group's BTN NPA-NXX default emergency service number.

7. 9-1-1 PUBLIC EMERGENCY REPORTING SERVICE – cont'd

7.03 Features – cont'd

(b) Automatic Line Identification (ALI)

(1) Wireline

The Company maintains the ALI database which displays to the answering attendant the name, location and telephone number of the Primary Exchange or Centrex service from which the call was placed. C

(2) Wireless

The Company maintains the ALI database which displays to the answering attendant the incoming wireless trunk group's BTN (Billing Telephone Number). C

(c) Call Control Feature

(1) Wireline

A series of call control features allow the attendant to retain the 9-1-1 call for as long as may be required.

Call Control Features are available to wireline originated 9-1-1 calls where emergency service trunking is capable of providing Call Control functionality.

Application of some features may be limited by the originating terminal equipment, e.g., the PBX station may not provide Call Control Features even though the PBX trunks are provided with Call Control Features.

(2) Wireless

Call Control Features are not available for wireless originated 9-1-1 calls.

(d) Integrity Check

This allows the ERB to verify that the 9-1-1 access lines to its bureau are in working order.

The operation of these features is dependent upon the accuracy of the Company's records and the records and information received from the municipality and others, such as, new street information and boundary changes. C

7. 9-1-1 PUBLIC EMERGENCY REPORTING SERVICE – cont'd

7.04 Rates and Charges

A monthly rate as stated below applies to the Company's customers served by a 9-1-1 PERS as specified in 7.01 above:

| DESCRIPTION | CHARGE |
|--|-----------|
| Each primary exchange service equipped for outward local calling (see note 1) | D \$ 0.20 |
| Each Centrex III Local | D \$ 0.20 |
| Digital Network Access Service, each DS-0 connected to the PSTN for outward local calling (see note 2) | D \$ 0.20 |
| Wireless Service Providers (WSP's) per wireless Working Telephone Number equipped for outward calling (see note 3) | D \$ 0.10 |

Note 1: Exemption – Coin Telephone Service (Sections 150 and 160)

Note 2: The DS-0 charge is not applicable to DS-0's used exclusively to deliver calls originated by WSP customers to the PSTN

Note 3: The rate has been reduced by 50% since the ALI functionality is not available

8. 9-1-1 EMERGENCY REPORTING SERVICE

8.01 General

- (a) This service is for use in common-battery Exchanges. It is provided at the discretion of the Company and subject to the availability of suitable facilities. C
- (b) The Company assigns telephone number service code 9-1-1 to individual lines or trunk lines that are arranged for inward service only and that originate in one or more Wire Centres and/or Exchanges. C
- (c) The Company provides access to the 9-1-1 code from each of its Wire Centres to provide service coverage specified by the customer. C
- (d) The customer to this service is to accept calls for fire, police and ambulance services, as minimum requirement.
- (e) The Company may provide to the customer solely for the operation of the 9-1-1 Emergency-Reporting Service, the name, service location and telephone number information associated with its Primary Exchange service (see note). As an exception to Section 80 – 11, the Company, may provide on a confidential basis, class of service information for the sole purpose of responding to emergency calls. C
- (f) The information is provided for the exclusive benefit of the customer operating 9-1-1 Emergency-Reporting Service. The provision of this information by the Company shall not be interpreted, construed, or regarded either expressly or implied as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer. C
- (g) The information consisting of names, addresses and telephone numbers of the customers whose listings are not published in the Company's Directory or listed in the Company's Directory Assistance records is confidential. Information is to be provided on a call-by-call basis only for the purpose or responding to emergency calls. The party calling 9-1-1 forfeits the privacy afforded under Section 140 – 1.04(b) to the extent that the name, address and telephone number associated with the originating telephone location are furnished to the customer operating the 9-1-1 Emergency Reporting Service. C
- (h) If updates to the Automatic Location Identification (ALI) database are transmitted to the ALI computer of the 9-1-1 reporting bureau using data facilities, the Company must provide the ALI computer system. C

Note: Service location is the address where the calling telephone service is located.

8. 9-1-1 EMERGENCY REPORTING SERVICE – cont'd

N

8.02 Rates and Charges

- (a) The monthly rates and service charges for those individual lines and trunk lines as specified in 7.01 above, are the same as those stated in Section 100 – 4.03.
- (b) The monthly rates and charges for other services, equipment and facilities are as stated in the Dryden MTS Tariffs.

N

SERVICE CHARGES

1. GENERAL

- 1.01 A service charge applies when the Company provides service, equipment and/or facilities to its customer, including a change of premises for an existing customer and when the Company, at the customer's request, performs work for him. Exceptions are specified as appropriate. A service charge also applies for the restoration of service suspended for violation of regulations.
- 1.02 Service charges apply in addition to other rates and charges unless otherwise stated.
- 1.03 In general a service charge applies for each item of service or equipment.
- 1.04 An additional charge may be made based on the additional actual expense incurred when:
- (a) it is necessary for the Company to install a special assembly of equipment or incur unusual expenses in order to meet the particular service requirements of a customer, or
 - (b) a customer stipulates the performance of work outside regular working hours or other conditions that cause unusual expense.
- 1.05 For outside work affecting wires, cables, poles and other equipment located on a customer's premises, a service charge may be made based on the actual expense incurred by the Company.

T to 1.09

- 1.06 Partial disconnection of service is the restriction of access to message toll service when an individual-line business or residence customer fails to comply with the conditions specified in Section 80 – 22. Partial disconnection may be applied, at the Company's discretion, to customers served from Central Office equipment with electronic switching as an alternative to temporary disconnection. Restoral of full service will be effected when payment in full is received or a deferred payment arrangement acceptable to the Company has been agreed to with the customer. **C**
- 1.07 Partial disconnection is also applied for non-payment of charges purchased from, or billed on behalf, or any long distance service providers that are not disputed. **C**

SERVICE CHARGES

1.08 A Partial Payment Provision allows all residence customers to pay service charges in monthly installments over a period of up to (6) months.

Conditions:

- (a) applies to charges specified in items Section 110 – 4 for work completed at the same time relating to the provision of primary exchange service;
- (b) the compound rate specified in the late-payment charge item Section 85 – 2.03 applies to the unpaid amount;
- (c) service charges must be paid in full before another partial payment provision is requested.

T from 1.06

1.09 A service charge does not apply for the following:

- (a) repair work, except for those conditions when Section 80 – 4.03, 4.04, 4.05 (Terms of Service) and Section 850 (Customer Provided Equipment) apply.
- (b) the removal of service, equipment, and/or facilities.
- (c) a change from one grade of main-telephone service to another type of service (individual line or two-party line).
- (d) work that the Company initiates for service reasons.
- (e) the re-establishment of service at the same or different premises after interruption caused by damage to the customer's premises beyond his control.

SERVICE CHARGES

2. MULTI-ELEMENT SERVICE CHARGES

2.01 Customers' requests for service which involve installing, reconnecting, moving or changing telephone lines, sets, associated miscellaneous equipment, other services and records, are divided into four basic service charge elements. One or more of these elements apply when the requested service is provided except where otherwise stated in this General Tariff.

2.02 The four service charge elements are described as follows:

- (a) ADMINISTRATION CHARGE An Administration Charge applies to work involved in receiving, recording and processing information necessary to comply with a customer's request.

An Administration Charge is applied once for each customer's request, regardless of the number of items to be completed if work is to be carried out on the same premises at the same time for the same billing telephone number.

An Administration Charge does not apply when a customer is subscribing to, adding or changing certain network features on non-moving orders.

- (b) LINE CONNECTION A Line Connection Charge applies to work done in the Company's Central Office and elsewhere when it is necessary to connect the customer's telephone line to the network. This work involves extending the telephone line from the customer's premises to the serving Central Office and making appropriate connections within the serving Central Office. C
C
C

A Line Connection Charge applies:

- for each telephone line connected to the network;
- for other bridging connections carried out in the Central Office; and C
- for each customer's request that results in a change in telephone number.

- (c) PREMISES VISIT A Premises Visit Charge applies to the travel time spent in reaching a customer's premises. A Premises Visit Charge applies on a "Per Visit" basis whenever a Company's employee is dispatched to the customer's premises in response to a request for service regardless as to whether work is performed or not.

A Premises Visit Charge does not apply to subsequent visits required to complete an order for which a Premises Visit Charge has already been applied.

SERVICE CHARGES

T from Page 3

2. MULTI-ELEMENT SERVICE CHARGES – cont'd

2.01 cont'd

- (d) WORK CHARGE A Work Charge applies for each item of work carried out at the customer's request and on the customer's premises to install, move or change a telephone line and/or other miscellaneous equipment.

A Work Charge does not apply if:

- one or more telephones and/or items of equipment are in place at the time service is established and no move or change of the telephones and/or equipment is requested by a customer;
- a telephone equipped with a plug is delivered by a Company representative to a customer's premises.

SERVICE CHARGES

3. SERVICE CHARGES SCHEDULE

| ITEM CODE | DESCRIPTION | CHARGE | |
|------------------|----------------------|---------------|----------|
| BAD | Administration – Bus | \$ 35.00 | |
| BLC | Line Connect – Bus | \$ 69.00 | |
| BPV | Premise Visit – Bus | \$ 35.00 | |
| BPW | Premise Work – Bus | \$ 66.00 | I |
| RAD | Administration – Res | \$ 23.00 | I |
| RLC | Line Connect – Res | \$ 32.00 | |
| RPV | Premise Visit – Res | \$ 35.00 | |
| RPW | Premise Work – Res | \$ 25.00 | |

T from Page 5

4. APPLICATION OF MULTI-ELEMENT SERVICE CHARGES

The following table shows the application of MESC charges by work function. One or more work functions are required for the installation, change, reconnection or change of location of a service requested by a customer.

| WORK FUNCTION | ADMIN CHARGE | LINE CONNECT CHARGE | PREMISES VISIT CHARGE | PREMISES WORK CHARGE |
|---|--------------|----------------------------------|-----------------------|----------------------|
| <u>Receiving, recording and processing Customer's request.</u> Apply: <ul style="list-style-type: none"> once for each request regardless of number of items to be completed on same premises at same time and for same billing number. | X | | | |
| <u>Connecting telephone line to the network.</u> Apply for: <ul style="list-style-type: none"> each line connected to the network other bridging connections in the Central Office each customer's request resulting in a number change. | | X X X | | |
| <u>Visit to Customer's premises to complete a Customer's request.</u> Apply: <ul style="list-style-type: none"> for each visit whether work is done or not Does Not Apply: <ul style="list-style-type: none"> to subsequent visits to complete an order where a Premises Visit charge has already been applied. | | | X | |
| <u>Work performed at the Customer's premises at Customer's request.</u> Apply: <ul style="list-style-type: none"> to install, move or change a telephone line or miscellaneous equipment. Does Not Apply: <ul style="list-style-type: none"> equipment is in-place at the time service is established and no move or change is requested a telephone equipped with a plug is delivered by the Company to a customer's premises. | | | | X |

SERVICE CHARGES

T from page 6

5. OTHER EQUIPMENTS AND SERVICE CHARGES

5.01 Many items of equipment have service charges of specific amounts which apply when these items are installed in which case Multi-Element Service Charges are not applicable.

6. DIAGNOSTIC MAINTENANCE CHARGE

6.01 Refer to Customer Provided Equipment Section 850 – 4 for details.

1. GENERAL

- 1.01 When the customer does not return all telephone sets that are the property of the Company upon termination of service, the customer will be charged replacement cost for all items in question per Section 80 – 4.04.
- 1.02 Payment of the replacement cost transfers ownership of the set from the Company to the customer.

CONSTRUCTION CHARGES

1. GENERAL

1.01 Construction charges apply for the following:

(a) for the initial provision of facilities at the request of an applicant, customer, lessee or developer in a territory in which the Company has no facilities. The Company provides these facilities to reach the property of the applicant, customer, lessee or developer and may locate them along public thoroughfares or other such location as required, or is suitable.

(b) for certain facilities provided on the private property of the applicant, customer or lessee.

1.02 The Company reserves the right to determine the type (wire, cable or radio) and location of facilities to be provided and the time at which it does the work. It makes an additional charge based on the additional expense incurred if it departs from the foregoing conditions at the request of an applicant, customer, lessee or developer, or when the nature of the locality causes it to incur unduly high construction expense and/or maintenance expense.

1.03 The Company provides, installs and maintains all facilities that it provides except as otherwise stated in the Tariff. However, the Company may use facilities of other public utility organizations or facilities belonging to or on the premises occupied by applicants, customers or lessees instead of providing its own construction, when in its opinion the circumstances warrant its' doing so. When the Company uses the facilities of other public utility organizations that are located along public thoroughfares or other such places, it may assess its applicant, customer, lessee, or developer, any charges associated with such use. When such facilities are located on the private property of the applicant, customer or lessee, the construction charge is that which would apply if the Company provided the construction.

1.04 Construction charges are payable when application for service is made or when the account is rendered, at the option of the Company.

CONSTRUCTION CHARGES

2. CONSTRUCTION ON A PUBLIC THOROUGHFARE

- 2.01 Monthly rates and rentals provide for a reasonable amount of construction for each service or facility which is to be considered as the first 161 meters or one-tenth of a mile (route measurement) of such measurement.
- 2.02 When construction, in addition to this reasonable amount as specified in item 2.01, is furnished to provide the facilities requested by the applicant, customer or lessee, a construction charge applies based on the expense incurred by the Company.

CONSTRUCTION CHARGES

3. CONSTRUCTION ON PRIVATE PROPERTY

- 3.01 When cable is installed to provide service, a construction charge applies based on the expenses incurred by the Company. If the customer or lessee provides, installs and maintains the poles or underground conduit, or does the trenching and back-filling for buried wire or cable, the construction charge will be reduced accordingly.
- 3.02 When construction is required to provide facilities to the building of the applicant, customer or lessee in which service is provided or the facilities are terminated, a construction charge applies based on the expense incurred by the Company.
- 3.03 When it is necessary for the Company to provide special protective equipment because of electrical hazards on the premises of an applicant or customer, the Company may charge the customer all or part of the expense which it incurs thereby.

CONSTRUCTION CHARGES

4. INTERIOR CONSTRUCTION

4.01 The Company normally installs exposed wiring in buildings except as follows:

- (a) if an applicant, customer or builder provides suitable conduit or other means of concealment, which is acceptable to the Company, the latter installs wiring in it without additional charges.
- (b) subject to the following conditions, the Company installs concealed wiring in a residential dwelling during construction without additional charge if requested sufficiently in advance by a duly authorized person:
 - (1) the size of the building and the type and stage of construction are, in the Company's opinion, are suitable for the work to be performed.
 - (2) the Company decides the type of wiring to be used and the method of installing it.
 - (3) should the wiring become unusable after its installation, the Company installs other inside wiring by one of the other methods described in this Section.
 - (4) the Company does not guarantee that subsequent changes in or additions to wiring installed during construction will be concealed.

4.02 When the Company otherwise installs concealed wiring at the request of an applicant, customer or builder, the latter may be required to pay the difference between the cost of the work done and the cost that the Company would have incurred for exposed wiring.

4.03 When the Company has to use a non-standard method of wiring or installation because of the type of construction of a building, it may require the applicant, customer or builder to bear any unusual expense that the Company incurs.

4.04 The Company charges a Premise Work Charge for installing each pre-wired outlet at a single line residence, business customer. The activation of the pre-wired outlet is done by the Company at no additional premise work charge. Other elements of the Multi-Element Service Charges apply accordingly.

DIRECTORY LISTINGS

1. GENERAL

- 1.01 These regulations and rates apply to listings in light-face type that appear in the alphabetical directory list of customers' names and in information records.
- 1.02 The Company provides the alphabetical directory list and information service solely to permit the finding of telephone numbers listed. Listings are therefore limited to information essential for this purpose and are to conform to the Company's specifications.
- 1.03 All customers' services are listed except those for which the customer request privacy. The limitation of the Company's liability in respect of such omission of listings is specified in Section 80 - 13.
- 1.04 The customer is to authorize the listings for service including any joint user of the service. Listings of the names of persons, firms or corporations who are not customers, or of any trade name, must be authorized by such persons, firms or corporations or by the proprietor of such trade name.
- 1.05 The Company prepares listings in accordance with the letters of the English and French alphabets only and may use such abbreviations as it considers necessary.
- 1.06 When two or more Central Office lines are furnished for the same customer one primary listing is provided. Customers with non-equivalent lines may have primary listing for these lines in the form of extra listing if required. **C**
- 1.07 The Company reserves the right, on proper showing, to discontinue or refuse to accept any listing that is found to be contrary to law or to the regulations herein.

DIRECTORY LISTINGS

2. LISTINGS PROVIDED WITHOUT ADDITIONAL CHARGE

- 2.01 The Company provides one listing in light-face type without additional charge in the alphabetical directory list for the serving Exchange as follows, except where otherwise stated in the Tariff: **C**
- (a) for each individual line, except that when two or more such lines of the same customer are arranged for equivalent service, only one listing is provided without additional charge.
- 2.02 Emergency call listings may be provided without additional charge for police and fire services, at the discretion of the Company.
- 2.03 Listings are provided without additional charge for specified services as stipulated in the Tariff.
- 2.04 When a government has numerous separately listed telephone services in one Exchange, the Company may provide, without additional charge, a special directory list of the frequently called telephone numbers, in addition to the regular listings, if in its opinion this will facilitate the correct routing of calls to such numbers and thereby substantially reduce the number of telephone requests for information about them. **C**

DIRECTORY LISTINGS

3. PRIMARY LISTINGS

- 3.01 A primary listing is the principal listing of the customer's service and of the joint user. Each additional listing, whether chargeable or not, is subject to the regulations for extra listings.
- 3.02 A primary listing consists of the following:
- (a) the name of the customer or joint user of a person, firm or corporation, otherwise the name under which the principal business of the customer or joint user is regularly conducted. The name may also be that of a person for whose use telephone service is applied for by another person. When a customer has business and residence service in the same name, the name may be omitted from the residence primary listing if the latter is indented under the business listing.
 - (b) the standard designation, for a business listing. If the customer or joint user is engaged in more than one line of business, the designation is that of the principal business or some suitably descriptive term. If the listed name of the customer or joint user indicated the nature of his business, the designation is omitted.
 - (c) the address of the premises at which service is furnished, except that the address may be that of other premises or may be omitted when warranted, in the Company's opinion, by the circumstances.
 - (d) the telephone number of the service.
- 3.03 When a customer has two or more services, the primary listing for each service in excess of one may be in one or the forms specified for extra listings.

4. EXTRA LISTINGS

- 4.01 Extra listings are provided in addition to the primary listing to facilitate the use of the alphabetical directory list and information service. Extra listing which in the Company's opinion are worded to secure a preferential position in the alphabetical list or other undue prominence are not provided.
- 4.02 A business extra listing is one that is indented under the listing of a business service or show the telephone number of a business service, except as specified in items 3.02(a) and 4.05(c).
- 4.03 Business extra listings are provided as follows:
- (a) in the names of partners, officers, employees and agents of the customer or joint user.
 - (b) in the corporate or firm names of corporations or firms:
 - (1) in which the customer or joint user holds a controlling financial interest.
 - (2) which the customer or joint user is duly authorized to represent and which do not maintain an office or branch in the customer's local-service area.
 - (3) which the customer or joint user has taken over.
 - (c) in distinctive names of divisions or branches of the business organization of the customer or joint user when warranted, in the Company's opinion, by the extent of use of such names by the public; otherwise the names are listed as specified in the following paragraph.
 - (d) in the names of divisions, branches and offices that the customer or joint user operates as a part and under the name of his business, other than those mentioned in the preceding paragraph. Such listings are indented under the listing of the principal business of the customer or joint user.
 - (e) in commonly-used names that are variations, in form or spelling, of the name contained in another business listing of the customer or joint user.

4. EXTRA LISTINGS – cont'd

4.03 cont'd

(f) in the French and English translation of a listing of a customer or joint user in the other language.

(g) in the form of special instructions to calling persons, other than those previously described.

4.04 Residence extra listings are those that show the telephone number of a residence service and are not associated with the listing of a business service, except as stated in item 4.05(c).

4.05 Residence extra listings are provided as follows:

(a) in names of persons who reside in the household of a customer.

(b) in names of persons who occupy a customer's premises temporarily under lease and continue his service without change in billing.

(c) in names of persons who reside in premises at which only business service is furnished, the telephone number of that service being listed.

(d) in names that are minor variations of the name in another residence listing.

4.06 Foreign exchange listing of a Dryden NXX which appears in any other telco's directory is charged to the customer on a flow through basis of the other telco's charge, typically \$1.50.

5. INITIAL SERVICE PERIOD FOR CHARGEABLE EXTRA LISTINGS

- 5.01 The initial service period for chargeable extra listings that appear in a directory is the effective period of the directory, except that the service period may be terminated before the end of the directory period upon the conditions specified in Section 80-21.

DIRECTORY LISTINGS

6. RATES FOR EXTRA LISTINGS

6.01 The following rates apply for extra listings in light-face type except where otherwise specified in the Tariff:

| ITEM CODE | USOC | DESCRIPTION | MRC | SC | |
|-----------|------|------------------------------|---------|------|---|
| 0015 | | Extra Listing Res | \$ 1.65 | MESC | I |
| 1015 | | Extra Listing Bus | \$ 1.65 | MESC | I |
| | | Foreign Extra Listing | N/A | MESC | |
| Zenith | | Zenith Extra Listing | \$ 5.05 | MESC | |
| | | Non-published Listing – each | \$ 4.45 | MESC | I |

NOTE: Each line of a directory notation in form of special instructions to calling persons (see item 4.03(g)) is classed as an extra listing.

6.02 Charges for extra listings are effective from the date of completion of delivery of the directory, except that when listings are placed in information records before that time on request of customers, charges apply from the date the information records are posted.

DIRECTORY LISTINGS

7. CHARGE FOR DIRECTORY ASSISTANCE

- C** 7.01 Rates and charges for this item are forborne from regulation pursuant to Telecom Decision
C CRTC 2014-213.
- C** 7.02 When rates and charges are billed for this service pursuant to the above mentioned forbearance
C decision, the Directory Assistance charge does not apply to calls originating from:
- (a) Persons calling from Public Telephone Service and Semi-Public Telephone Service for Local Directory Assistance.
 - (b) Persons calling from Mobile Telephone Service, Ship and Aircraft Service, Relay Service and Teleforum Service.
 - (c) Persons calling from federally or provincially registered hospitals or those administered by the provincial or federal governments.
 - (d) The residence of:
 - (1) Persons unable to use the alphabetical telephone directory list due to any of the following permanent disabilities which are certified by a physician, clergyman or a qualified organization's representative and are so registered with the Carrier:
 - (i) The person has a physical or mental disability
 - (ii) The person is functionally illiterate
 - (2) Persons 65 years of age and whose age is certified by means of suitable proof of age and is so registered with the Carrier; and
 - (3) Persons who inform the Carrier of a temporary handicap or disability preventing the use of the directory.
- C** Customers requesting Directory Assistance in advance regardless of the telephone number from which
C the Directory Assistance request originates.

DIRECTORY LISTINGS

7. CHARGE FOR DIRECTORY ASSISTANCE – cont'd

7.03 No charge applies for telephone number requests of:

- (a) Toll-free Service when telephone numbers are provided by 1-800-555-1212.
- (b) Mobile Telephone Service from Long Distance Directory Assistance.
- (c) Special Reversed-Charge Service and any service when the calling party indicates that an emergency exists from Local Directory Assistance.

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DIRECTORY LISTINGS

8. CHARGE FOR OPERATOR ASSISTANCE

8.01 Rates and charges for this item are forborne from regulation pursuant to Telecom Decision CRTC 2014-213. **C**

8.02 Where rates and charges are billed for this service pursuant to the above mentioned forbearance decision, the directory assistance charge does not apply to calls originating from: **C**

(a) Persons calling from Public Telephone Service and Semi-Public Telephone Service for Operator Assistance.

(b) Persons calling from Mobile Telephone Service, Ship and Aircraft Service, Relay Service and Teleforum Service.

(c) Persons calling from federally or provincially registered hospitals or those administered by the provincial or federal governments.

(d) The residence of:

(1) Persons unable to use the alphabetical telephone directory list due to any of the following permanent disabilities which are certified by a physician, clergyman or a qualified organization's representative and are so registered with the Carrier:

(i) The person has a physical or mental disability

(ii) The person is functionally illiterate

(2) Persons 65 years of age and whose age is certified by means of suitable proof of age and is so registered with the Carrier;

(3) Persons who inform the Carrier of a temporary handicap or disability preventing the use of the directory.

Where requested by a customer in advance, for operator assistance requests, such persons are exempt from the charge regardless of the telephone number from which the directory assistance request originates.

1. GENERAL

1.01 The Company furnishes, at its discretion, public telephone service primarily to make outgoing service available to the general public and determines the location of the service.

2. CONTRACT ARRANGEMENTS

2.01 The occupant of the premises on which service is to be furnished is to sign the standard public telephone service agreement, except when the Company arranges for space and installs public telephones without providing for supervision by the occupant.

3. LISTINGS

3.01 Public telephone services are listed in telephone directories only when the Company considers it necessary for the service in general.

4. EQUIPMENT

4.01 Public telephones are equipped with coin-collecting devices.

5. RATES AND CHARGES

5.01 A rate of \$0.25 applies for each originating local call.

5.02 Regular rates apply for message toll service.

1. GENERAL

1.01 Semi-public telephone service is a message-rate service furnished at the Company's discretion at the following types of locations:

(a) where a public service does not seem warranted and there is an indication of combined customer and public usage.

(b) where there is collective use of the service by guests, members or similar occupants of the premises and a business service is unsuitable.

1.02 Semi-public telephone service is furnished as main telephone service not as foreign exchange service.

1.03 The customer-agent is to sign the standard semi-public telephone service agreement with the Company.

2. SERVICE AND EQUIPMENT

2.01 Semi-public telephones are equipped with coin collecting devices and service is furnished on an individual line.

3. RATES AND CHARGES

3.01 The customer-agent is to guarantee a minimum daily local message revenue for each semi-public telephone service as specified in the agreement referred to in item 1.03.

3.02 Main-telephone receipts for originating local calls and message toll service are deposited in and collected from the coin telephone. The total local message receipts for one or more collection periods ending in the same billing period, are applied against the corresponding total amount of guarantee. A shortage is payable by the customer-agent on demand by the Company. An excess is not credited against the shortage for any collection period, nor against other amounts due to the Company from the customer-agent.

3.03 Local calls originating at semi-public telephones are charged at \$0.20 each.

3.04 Service charges for the installation of a semi-public telephone service are those for business service and apply in accordance with Section 110 – 3.

1. GENERAL

- 1.01 The Company classifies a customer's service as business or residence for the application of Exchange service rates according to its primary use. C

2. BUSINESS SERVICE

- 2.01 The business classification applies when the service is used primarily or substantially for a commercial, industrial, professional, institutional, vocational or otherwise occupational purpose or for any purpose other than that of a domestic or family nature.
- 2.02 The business classification applies in such circumstances as the following:
- (a) when a directory listing indicates other than primarily domestic use.
 - (b) when the service is advertised or publicized in connection with any non-domestic use; except that the residence service of a person may be publicized in connection with the person's business service where the two services are in the same local service area.
 - (c) in boarding and rooming houses and other places in which four or more persons are accommodated for payment, and in residence quarters of any club, institution or similar place, where quests, boarders, employees or other persons not members of the customer's household have general access to the service.
- 2.03 If any part of the customer's service is used primarily for a non-domestic purpose or is in a location where the business classification would apply, the entire service is classified as business, except that a customer may have the following:
- (a) when the customer's residence service is extended to equipment located on the premise of a telephone answering board.
 - (b) a customer to both Business and Residence service may have either of the following:
 - (1) connection of residence service with terminating equipment of the customer's business service.
 - (2) an additional telephone connected to the residence service at the location of the customer's business service.
- 2.04 When the Company is applying the residence classification but finds that the business classification is applicable, it may henceforth charge the appropriate business rate upon notifying the customer.

3. RESIDENCE SERVICE

- 3.01 The residence classification applies when the service is used primarily for domestic or family purposes and none of the requirements for the business classification exist.

INDIVIDUAL LINE SERVICE

1. GENERAL

1.01 Individual-line service is a grade of customer Exchange service that provides for the connection of one telephone to a Central Office line. **C**

2. REGULATIONS

2.01 Arrangements may be made for a customer to have two main telephone services at different locations within the same Wire Centre area so that calls for both services can be received at either or both service locations. **C**

(a) If the two services are connected to different Central Office lines, the lines are interconnected in the Central Office without additional charge. Only one main telephone service can be connected to each Central Office line and the individual line service rate applies for each service. **C**

3. RATES

3.01 Rates for individual services are given in Section 100 – 4.03.

1. GENERAL

- 1.01 PBX service affords a combination of Exchange service and intercommunicating service. Connections between PBX telephones and telephones and trunk lines are made by dial-operated switching equipment of the PBX system. C

2. TRUNK LINES

2.01 Rates for trunk lines are in Section 100 – 4.03.

3. TIE TRUNKS

3.01 Tie trunks are channels between P.B.X. switchboards. Tie trunks may be provided between equipment of different customers.

3.02 Tie trunks are provided for communications as follow:

(a) between terminating equipment directly connected to and on the same premises as the associated switchboard.

(b) between such terminating equipment of one system, through a trunk line of the other system, with any other primary service in the same or another Exchange (two-point only). C

Standard operation and transmission may not be obtained if they are used otherwise.

3.03 Rates for tie trunk lines are in Section 100 – 4.03.

4. DIRECT INWARD DIALING

4.01 This arrangement provides the necessary Central Office equipment to permit direct inward dialing to an additional line or local of a Company provided PBX system or of a customer provided switching system classified as a PBX from a Central Office line. It is provided subject to the availability of suitable facilities and is available only to a customer who is provided service from a line-serving switch Central Office. C

4.02 Rates and charges for Direct Inward Dialing trunks are subject to a Trunk Line charge in Section 100 – 4.03. C

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GENERAL TARIFF

1. DIRECT INWARD DIALING1.01. General

- (a) This arrangement provides the necessary Central Office equipment to permit Direct Inward Dialing (DID) to an extension line or local of a Company-provided P.B.X. system or of a customer-provided switching system classified as a P.B.X. from a Central Office line or Centrex voice local. It also permits DID to a fax machine connected to a fax server. It is provided subject to the availability of suitable facilities. C
- (b) Telephone numbers associated with the DID arrangement may also be reserved at the rate specified in 1.02.(a)(ii) below. C

1.02. Rates and Charges

- (a) The following rates and charges apply in addition to other rates and charges applicable (a minimum billing is for 30 such extension lines or locals or fax machines equipped).

| | Monthly Rate | Service Charge |
|---|--------------|-----------------|
| (i) Each P.B.X. extension line or local or fax machine equipped | \$ 4.50 | - |
| (ii) Each DID number reserved | \$ 1.20 | \$ 50.00 (Note) |

Note: Applies per request regardless of the quantity of DID numbers reserved.

1. GENERAL

- 1.01 Centrex Service allows a line-serving switch Central Office switch facility, consisting of local channel and a line card, to terminate on a jack arrangement at a customer premise. The connection of a Centrex Service is called a local and provides a combination of Exchange and intercommunicating services. **C**
- 1.02 The Centrex Service is provided subject to availability of facilities.
- 1.03 Two locals within an Exchange is the minimum requirement to provide Centrex Service to a customer. **C**
- 1.04 Centrex Service provides basic and optional features.
- 1.05 The initial service period for Centrex Service is three months.
- 1.06 Basic Centrex Service allows single line to access the Basic Centrex features.
- 1.07 Enhanced Centrex Service allows Centrex Business sets only to access the Enhanced Centrex features.
- 1.08 The monthly rates and service charges as specified in Section 210 – 2.01 apply for each local of the Centrex Service which provides the following services:
- (a) access to Centrex basis service features. Refer to Section 210 – 3.01 to 3.14 for details.
 - (b) common equipment and switching equipment as required.
 - (c) circuitry to connect the customer location to the line-serving switch Central Office serving the area in which the terminal equipment is located. **C**
 - (d) one group of trunk lines for incoming service to the attendant's position. The Company determines the number of such lines in the group based on the customer's requirements. The charge for equivalent service specified in Section 100 – 4.03(a) applies.
 - (e) trunk lines, as determined, for incoming and outgoing calls from locals of the system.
 - (f) touch tone dialing capabilities.
 - (g) inward dialing, which permits the dialing of incoming calls to locals of the system.

1. GENERAL – cont'd

- 1.09 The monthly rates and charges as specified in item 5.02 apply for each Meridian Electronic Business Set and Add-On Module which are described in item 5.03.

CENTREX

2. RATES AND CHARGES

2.01 The initial service period for Centrex Service is three months.

2.02 The following monthly rates and service charges for each local including the basic service features described in item 3.01 to 3.14 are:

| ITEM CODE | DESCRIPTION | MONTHLY RECURRING CHARGE | | SERVICE CHARGE |
|-----------|--------------------------|--------------------------|----------|----------------|
| | | Minimum | Maximum | |
| 1042 | Basic Centrex Line | # | \$ 62.75 | MESC |
| 1043 | Enhanced Centrex Line | # | 62.75 | MESC |
| 1044 | Centrex Directory Number | | \$ 4.50 | MESC |

2.03 Large customer monthly discounts of the MRC in 2.02:

| NUMBER OF LINES | PERCENTAGE OF DISCOUNT |
|-----------------|------------------------|
| 1 to 50 | 0% |
| 51 to 100 | 5.0% |
| 101 to 200 | 10.0% |
| 201 to 500 | 15.0% |
| 501 + | 23.0% |

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3. CENTREX BASIC SERVICE FEATURES

- 3.01 Call Forward allows one call at a time to be forwarded from a telephone set to a predetermined telephone number.
- 3.02 Call Park allows a station user to park a call in a numbered directory which can be retrieved from any telephone set by using a feature access code and the directory number that the call is parked against.
- 3.03 Call Pick-Up allows a station user to answer incoming calls to another station within a defined Call Pick-Up group by accessing the pick-up code or feature access code.
- 3.04 Call Transfer allows a call to be transferred from one telephone set to another.
- 3.05 Class of Service provides the capability to deny individual station features. The restrictions can be arranged to control all calls originating or terminating on stations.
- 3.06 Extension Calling allows station users with 7 digit dialing to use the intercom. For those users with 9+7 digits, they can have 4 digit dialing for internal calls.
- 3.07 Group Intercom allows a station user to direct an intercom call to any user-member of a pre-designated group.
- 3.08 Permanent Hold allows a station user to hold one active call against its own directory number without attendant assistance.
- 3.09 Ring Again allows a station user encountering a busy station to be notified when the busy station becomes idle and to be placed automatically in a ring-again mode.
- 3.10 Ring Splash indicates with a distinctive "low tone" that your telephone is in the call forward state and that all calls are being diverted.
- 3.11 Three Way Conference allows the caller to add on conference three conferees for an instant meeting with internal or external calls.
- 3.12 Speed Call allows a station user to store up to fifty numbers and place calls both internal and external with 2 digit dialing.

3. CENTREX BASIC SERVICE FEATURES – cont'd

- 3.13 Distinctive Ringing in commercial applications, the ability to have telephones with a distinctive ring is useful to distinguish various call types.
- 3.14 Last Number Redial, which is defined on a customer and a telephone basis, allows the last number dialed by a user to be automatically stored.

4. CENTREX OPTIONAL SERVICE FEATURES

At the present time Centrex Optional Service Features are not offered.

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1. GENERAL

1.01 An additional telephone is a telephone connected with the same primary service as a main telephone.

2. REGULATIONS

2.01 Additional telephones are ordinarily installed in the same building as the main telephone but when facilities are available they may be installed:

(a) On any premises of the same customer.

(b) On premises of other than the customer if a separate primary service is furnished there.

NOTE: Channels that connect main and additional telephones in different buildings are subject to distance charges (See Section 260 and Section 690).

2.02 The number of additional telephones with bells that may be installed with a main telephone is governed by the limitation on the number of bells installed on one line. The Company may determine the number of additional telephones without bells to be installed with a main telephone.

2.03 The Company does not undertake to provide satisfactory transmission on any call on which two or more telephones connected with the same service are used simultaneously.

3. RATES

3.01 Additional telephones are provided by the Company at the rates and charges specified in this Tariff.

1. Direct Connection

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

1.02 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.

1.03 Rates and charges

Direct Connection rate per conversation minute:

Per conversation minute \$0.001662

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DISTANCE CHARGES

1. GENERAL

- 1.01 The regulations and charges herein apply to channels that are provided to meet special requirements of customers. Such charges are in addition to the other rates and charges applicable.
- 1.02 Distance charges are based on the provision of standard arrangements of equipment and facilities. When it is necessary for the Company to install special equipment or to incur any unusual expense in order to provide any of such channels, it may make an additional charge based on the equipment installed or other unusual expense incurred.

DISTANCE CHARGES

2. LOCAL CHANNELS

2.01 Local distance charges or rentals apply as follows to local channels between points in the same Exchange, other than Central Office lines. C

(a) Between service points.

(b) Between service points and the Rate Centre location or Wire Centre used as a measuring point on an interexchange channel provided for the customer. C

For the purpose of this section, a service point relates to a demarcation point, on a customer's premise, at a mutually agreed point which is eight inches from the closest non-competitive cable terminal or at the first logical point of entry on the customer's premise.

2.02 Voice-grade local channels are furnished by the Company with a band-width to carry telephone speech or its equivalent.

2.03 The monthly distance charge provides for one pair of wires or the equivalent between the telephone or service points.

2.04 The multi-element service charges provide the connection of a local channel to the service point which is the demarcation point.

2.05 When a multi-wire channel is provided, the following apply:

(a) a charge applies for each pair of wires or the equivalent that is part of the channel when provided for the following, solely or in combination:

(1) for duplex operation.

(2) to connect customer-provided or lessee-provided equipment.

(3) solely within the Exchange and with no interexchange connection. C

(b) when an additional single wire or the equivalent is used, it is charged for as a channel.

(c) the initial 400-metre distance or ¼ mile charge, if applicable, applies only once.

(d) multi-wire channels provided under any other circumstances than specified above are charged for as single channels.

DISTANCE CHARGES

3. CHANNEL MEASUREMENT**3.01 Channels between buildings on different properties:**

(a) for a two-point local channel the charge or rental is based on the airline distance between the centres of the buildings in which the channel terminates and provides for the facilities to extend the channel to connect one or more additional telephones or service points in the same building. See Item 2.03(c) for channels between buildings on continuous property.

(b) for a channel between more than two points (multi-point) the following applies:

(1) for a channel with no bunching arrangement, bridging arrangement or distributing amplifier the chargeable distance between each of the combinations of pairs of service points is determined separately. The total chargeable distance is the combination of distances connecting all service points that produce the lowest charge.

(2) for a channel with one or more distributing amplifiers, bridging arrangements, or bunching arrangements, the chargeable distance is the sum of the following, each being determined separately:

(a) the rental for the portion of channel between the lessee's premises and the Wire Centre in which a distributing amplifier, bridging arrangement (or the first of two or more), or a bunching arrangement is located. If there are two or more distributing amplifiers or bridging arrangements, measurement is continued from the Wire Centre previously mentioned and is the shortest distance linking all other Wire Centres in which there is a distributing amplifier or bridging arrangement on the same network. The rental is computed separately for each of the legs that comprise this portion of the channel. The initial 400 meter or ¼ mile distance rental applies only once. **C**

(b) the rental for the portions of channel between a Wire Centre in which there is a distributing amplifier, bridging arrangement or bunching arrangement and each service point associated with it, each computed separately. The initial 400 meter or ¼ mile distance rental does not apply to such portions. **C**

DISTANCE CHARGES

4. RATES AND CHARGES

4.01 Channel between buildings on different properties:

(a) two-point local voice grade channel:

- (1) for a channel provided to serve an off premise additional telephone, the chargeable distance is that between the Wire Centre that serves the main telephone and the building in which the additional telephone is installed. C

| ITEM CODE | DESCRIPTION | MRC | SC |
|-----------|--------------------------|----------|------|
| 0984 | Initial ¼ mile | \$ 2.80 | MESC |
| 0985 | Additional ¼ mile | \$ 0.85 | MESC |
| 1025 | Alarm Loop | \$ 25.00 | MESC |
| 1035 | Voice Grade Local Loop # | \$ 10.20 | MESC |
| 0925 | Voice Grade Cable Loop # | \$ 7.50 | MESC |

- (2) Signal Channels, Data Channels per cable pair (not including special line conditioning if required)

| ITEM CODE | DESCRIPTION | MRC | SC |
|-----------|---------------------------|----------|------|
| 0981 | 2 Wire 2 Leg Data Circuit | \$ 19.75 | MESC |
| 0980 | 4 Wire 2 Leg Data Circuit | \$ 39.50 | MESC |

(b) Multi-point voice-grade local channel:

- (1) the monthly charges or rentals apply as stated in subsection 2.03(a)(1).

4.02 Channels between points in the same building:

(a) the following apply for channels provided in the same building:

- (1) rates for additional telephone sets provide for the furnishing of service at any point in the building in which the related main telephone or switchboard is located.
- (2) see Section 810 for intercommunicating channels.
- (3) a monthly charge applies for any other voice grade channel I.

4. RATES AND CHARGES – cont'd

4.03 Channels between buildings on continuous property:

- (a) The customer or lessee is to provide, install and maintain the poles or underground conduit, or do the trenching and back-filling for buried wire or cable, required primarily for local channels provided for him on continuous property.
- (b) When a channel is provided between points in more than two buildings, the charges applied are stated in item 4.01(a)(2).
- (c) All types of channels provided for the same customer are combined in determining the distance charge.

1. GENERAL

- 1.01 Foreign-exchange service is Primary Exchange service furnished from an Exchange which does not normally serve the area in which the foreign-exchange customer is located. It is provided at the discretion of the Company and subject to the availability of suitable facilities and to the requirements of Exchange service and message toll telephone service. C
C
C

- 1.02 Foreign-exchange service is furnished with individual line service, except as otherwise specified in this Tariff. C

- 1.03 Foreign-exchange service is furnished in accordance with the methods that best suit plant and operating requirements of the Company. When the Company has to install special equipment or incur any unusual expense in order to furnish the service, an additional charge based on the equipment installed or other expense incurred. The Company may also specify an initial service period in excess of that otherwise applicable, in accordance with Section 80 – 20.01. C

- 1.04 Extra listings are provided without additional charge as follows:
 - (a) when the customer has service from each Exchange one listing is provided in the alphabetical list of the foreign exchange and one in that of the normal Exchange. C
C

 - (b) when the customer has service from the foreign exchange only one listing is provided in the alphabetical list of the normal Exchange. C
C

 - (c) such listings contain a suitable reference to the service furnished from the other Exchange. C

- 1.05 Service charges and the local-service area of telephones connected for foreign-exchange service are those of the foreign exchange. C
C

- 1.06 The channel measurement and rate distance for the interexchange part of each Central Office line or trunk line are specified as follows:

| | |
|---------------------------|-----------------|
| Channel measurement | See Section 690 |
| Rate distance | See Section 690 |

- 1.07 The monthly charge is that specified in Section 100 – 4.03.

SUSPENSION OF SERVICE

1. GENERAL

- 1.01 Suspension of service is a temporary discontinuance of service without termination of service contract, at the customer's request. Suspension and restoration of service are made effective on receipt of reasonable advance notice from the customer.
- 1.02 Full approved rates apply for all equipment and services provided during complete or partial suspension of service.
- 1.03 Full approved rates apply for the reconnection of suspended services.

SUSPENSION OF SERVICE

2. COMPLETE SUSPENSION OF SERVICE

- 2.01 This provides for the discontinuance of operation of all of a customer's primary service.
- 2.02 Suspension is provided on any such service (Section 100 – 2.02) except foreign-exchange and mobile service. It is also provided on hotel P.B.X. service.
- 2.03 Suspension is provided for a minimum of one month.
- 2.04 During the period of suspension, the Company advises persons who call the customer's telephone number that his service is suspended, except in Exchanges in which equipment for intercepting such calls is not provided. If the customer requests that his incoming calls be referred to another telephone number and the customer for the latter service agrees, the telephone number of such service is given to the calling parties (MESC applies). C

3. PARTIAL SUSPENSION OF SERVICE

- 3.01 This provides for the discontinuance of operation of one or more complete units of equipment, service being continued on one or more similar units of the same installation.
- 3.02 The arrangement is provided as follows:
- (a) on one or more switchboard positions of a multiple P.B.X. system.\
 - (b) on one or more attendant's positions of automatic call distributors.
 - (c) on one or more positions of answering boards.
 - (d) on one or more switchboard positions of a hotel P.B.X. system and/or any number of additional lines furnished for the use of guests.
- 3.03 Suspension is provided for a minimum of one month.

4. CHARGES

4.01 Complete Suspension:

- (a) the charge for the class of grade of service suspended is that specified in Section 100 – 4.03.
- (b) for semi-public telephone service, the charge is the daily guarantee specified in Section 160 – 2.01.
- (c) for a PBX system, the charge is that for the switchboard or console, multi access lines and additional lines.
- (d) for all other services, the charge is the full approved rate.

4.02 Partial Suspension:

- (a) for each of the equipment suspended, full charge applies.

4.03 Service charges as specified in the Company Tariff apply for the reconnection of suspended services.

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GENERAL TARIFF

RESERVED FOR FUTURE USE

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RESERVED FOR FUTURE USE

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1. GENERAL

1.01 Miscellaneous equipment is provided at the rates and charges specified.

1.02 Items shown as destandardized are only available on returns to stock.

MISCELLANEOUS EQUIPMENT

RESERVED FOR FUTURE USE

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| 4 | 1 |
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MISCELLANEOUS EQUIPMENT

8. TOUCHTONE

8.01 Touchtone sets are available in desk and wall mount and in standard colours.

8.02 Rates for Touchtone line feature and Touchtone sets are addition to other applicable rates and charges.

Touchtone Line Feature:

| ITEM CODE | USOC | DESCRIPTION | MRC | SC |
|-----------|------|---------------|---------|------|
| 1013 | | Business Line | \$ 3.00 | MESC |

| ITEM CODE | USOC | DESCRIPTION | MRC | | SC |
|-----------|------|----------------|---------|---------|------|
| | | | Minimum | Maximum | |
| 1013 | | Residence Line | # | 2.27 | MESC |

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MISCELLANEOUS EQUIPMENT

RESERVED FOR FUTURE USE

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MISCELLANEOUS EQUIPMENT

10. CUSTOM CALLING FEATURES

- 10.01 These features are furnished with individual line service, excluding the semi-public telephone service. They are provided through a digital Central Office, subject to the availability of suitable facilities. **C**
- 10.02 The following custom calling features are provided:
- (a) Call Forwarding provides for the transfer to another telephone of incoming calls by dialing a code and the telephone number of the service to which the calls are to be transferred.
 - (b) Speed Calling permits a customer to place calls to a previously designated list of frequently called numbers by dialing a speed call code rather than the complete number. There are two list lengths being 8 entries and 30 entries.
 - (c) Three-way Calling provides for holding an existing call and, by dialing a prefix code and the telephone number of a third telephone, extending the call to that telephone. This feature provides that only one of the three telephones may be outside the local-service area of the telephone establishing the three-way call.
 - (d) Call Waiting provides the ability for a customer to receive an incoming call when his Central Office line is in use. The called party hears a tone indicating an incoming call is waiting. At that point he can put the existing call on 'hold', or disconnect, and then receive the incoming call. **C**
 - (e) Teen Ring provides the ability for a residential customer to have up to two (2) additional telephone numbers assigned to a Central Office line. A distinctive ringing pattern is provided for each telephone number. This feature may only be associated with individual-line service that is provided for single line applications. **C**
 - (f) Distinctive Ring provides the ability for a business customer to have up to two (2) additional telephone numbers assigned to a Central Office line. A distinctive ringing pattern is provided for each telephone number. This feature may only be associated with individual-line service that is provided for single line applications. **C**

MISCELLANEOUS EQUIPMENT

10. CUSTOM CALLING FEATURES cont'd

10.03 The following rates and charges apply and are in addition to other rates and charges applicable:

(a) Call Forwarding

| ITEM CODE | USOC | DESCRIPTION | MRC | | SC | S N N |
|-----------|------|-------------|---------|----------|--------|-----------------------|
| | | | Minimum | Maximum | | |
| 1018 | | Business | # | \$ 13.00 | NOTE 1 | |
| 0033 | | Residence | # | \$ 12.00 | NOTE 1 | N |

(b) Speed Calling

| ITEM CODE | USOC | DESCRIPTION | MRC | | SC | S N N |
|-----------|------|-------------------|---------|----------|----------------|-----------------------|
| | | | Minimum | Maximum | | |
| 1017 | | 8-Code Business | # | \$ 13.00 | NOTE 1 | |
| 0036 | | 8-Code Residence | # | \$ 12.00 | NOTE 1 | |
| 1016 | | 30-Code Business | # | \$ 13.00 | \$ 3.75 NOTE 2 | |
| 0037 | | 30-Code Residence | # | \$ 12.00 | \$ 3.25 NOTE 2 | N |

(c) Three-Way Calling

| ITEM CODE | USOC | DESCRIPTION | MRC | | SC | S N N |
|-----------|------|-------------|---------|----------|--------|-----------------------|
| | | | Minimum | Maximum | | |
| 1029 | | Business | # | \$ 13.00 | NOTE 1 | |
| 0035 | | Residence | # | \$ 12.00 | NOTE 1 | N |

(d) Call Waiting

| ITEM CODE | USOC | DESCRIPTION | MRC | | SC | S N N |
|-----------|------|-------------|---------|----------|--------|-----------------------|
| | | | Minimum | Maximum | | |
| 1029 | | Business | # | \$ 13.00 | NOTE 1 | |
| 0034 | | Residence | # | \$ 12.00 | NOTE 1 | N |

(e) Distinctive Ringing

| ITEM CODE | USOC | DESCRIPTION | MRC | | SC | S N N |
|-----------|------|-----------------------------|---------|----------|------------------|-----------------------|
| | | | Minimum | Maximum | | |
| DISTRING | | Distinctive Ring – Business | # | \$ 13.00 | NOTE 1 NOTE 3 | |
| TRING | | Residence – Teen Ring | # | \$ 12.00 | NOTE 1 NOTE 3 | N |

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10. **CUSTOM CALLING FEATURES** cont'd

10.03 Rates and Charges cont'd

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Transferred to
Sec 490/Pg 24/Item 14.05

Note 1: No Administrative Service Charge applies

Note 2: The specified service charges apply where the Company makes each change telephone number associated with an abbreviated code with maximums equal to the appropriate Administration Charge component of the Multi Element Service Charge Structure (Section 110) for all such number changes made at one time.

No service charge applies where the customer makes each change of telephone number associated with an abbreviated code.

Note 3: Distinctive Ringing does not qualify as part of a Custom Calling Features Package.

11. TOLL MANAGEMENT SERVICE

11.01 Toll Restriction

- (a) Toll restriction service blocks the placing of either all outgoing toll calls or only direct dialed toll calls but, does not block access to Directory Assistance (411), Repair Service (611), Relay Service (711), Emergency Reporting Services (911) or calls to 1+800 and 1+888.
- (b) Toll restriction service is provided on a per line basis.
- (c) Toll restriction does not prevent a person at the customer's premises from accepting collect calls or third number calls.

11.02 900/976 Denial

- (a) 900/976 Denial service enables customers to restrict access from their telephone lines to both of the following services:

900 Service (Bell Canada Tariff Item 3285)

976 Service (Bell Canada Tariff Item 4970)

- (b) 900/976 Denial service is provided at the customer's request on individual and trunk lines served from all Exchanges.

11.03 Rates and Charges

| ITEM CODE | USOC | DESCRIPTION | SET-UP CHARGE | MRC | SC |
|----------------------|-------------|---|--------------------------|------------|-----------|
| 1014 | | Toll Denial – Business | N/A | \$ 1.40 | MESC |
| 1032 | | 900/976 Denial – Business | \$ 10.00 | N/A | N/A |
| 0038 | | Toll Denial – Residence | N/A | N/A | N/A |
| 0039 | | 900-976 Denial – Residence | \$ 10.00 | N/A | N/A |
| RTD | | Deactivation/Remove – Toll Restriction Service Res | N/A | N/A | \$ 10.00 |

12. **DATA SERVICES**

12.01 Modems are devices used to transmit and receive data.

12.02 Loopback Keys are devices for testing data circuits by sending data from the receive pair back to the transmit pair.

12.03 Rates and Charges

| RC | USOC | DESCRIPTION | MRC | SC |
|------|------|--------------------------------|-----------|------|
| 3059 | | 208B Data Modem | \$ 112.00 | MESC |
| 3056 | | Loopback Key QVF51A | \$ 5.60 | MESC |
| 1751 | | Coupler 1001A (destandardized) | \$ 9.00 | MESC |
| 1755 | | 97AW Jack Amp | \$ 5.50 | MESC |
| 1756 | | 97BW Jack Amp | \$ 5.50 | MESC |
| 1763 | | 1152 Data Set (destandardized) | \$ 6.80 | MESC |
| 0998 | | Unitel Terminal Commission | \$ 45.00 | MESC |
| 0999 | | Unitel Interexchange Rate | \$ 15.00 | MESC |

13. **BUSY LINE VERIFICATION/INTERRUPTION**

- 13.01 Customers may obtain operator assistance in verifying if a called line is actually in use (busy).
- 13.02 Operator interruption of a conversation in progress on a called line may also be requested.
- 13.03 Verification and interruption services are furnished where and to the extent that facilities permit.
- 13.04 Description of Service
 - (a) A charge as specified in 13.05(a) below applies each time an operator verifies a called line and hears voice communication.
 - (b) A charge as specified in 13.05(b) below applies each time an operator interrupts a conversation that is in progress on a called line.
 - (c) If an operator both verifies the condition of a line and interrupts conversation on the same request, only the interrupt charge applies.
 - (d) The charge for interruption applies whenever an operator interrupts the conversation even though one or the other parties interrupted refuses to terminate the conversation in progress.
 - (e) Charges for verification interruption service may be billed to a Bell Calling Card. Charges may not be billed on a third number basis or on a collect basis to the number being interrupted.
 - (f) In the case of requests originated from public telephones, if as a result of interruption the called line is cleared and, at the calling party's request, the operator completes the call, a charge as specified in Item 290 of the Bell Canada General Tariff CRTC 6716 applies in addition to the interruption charge.
 - (g) A verification charge does not apply if the called line is not in use (not busy).
 - (h) Verification or interruption charges do not apply when an operator encounters a trouble condition or has reason to believe that a trouble condition exists or that the receiver of the called line is off-hook. Also, the charges do not apply in the case of requests originated from Bell Relay Service.

13. **BUSY LINE VERIFICATION/INTERRUPTION** cont'd

13.05 Rates and Charges

(a) Busy Line Verification

| ITEM CODE | USOC | DESCRIPTION | MRC | SC |
|-----------|------|------------------------|---------|------|
| BLVER | | Busy Line Verification | \$ 2.00 | MESC |

(b) Busy Line Interruption

| ITEM CODE | USOC | DESCRIPTION | MRC | SC |
|-----------|------|------------------------|---------|------|
| BLINT | | Busy Line Interruption | \$ 4.25 | MESC |

MISCELLANEOUS EQUIPMENT

14. CALL MANAGEMENT SERVICES

14.01 Call Management Service (CMS) is comprised of network-based line features which are furnished with individual-line Primary Exchange services except Public and Semi-Public Telephone services. CMS will be available to multi-line and Centrex customers as the availability of suitable terminal equipment exists. The provision of these features, and the ability to furnish the telephone number from which a call originates, are available from a line-serving switch and are subject to the availability of suitable facilities. C

14.02 Notwithstanding any other provisions of the Company's tariff and as an exception to Section 80 - 13 any non published telephone number from which a call originates is furnished, as facilities permit, on a call-by-call basis to CMS customers. C

14.03 Any persons wishing to protect their anonymity may do so using Call Display Blocking options specified in Section 490 - 15.

14.04 CMS is comprised of the following line features:

- (a) Call Display provides the means to activate the CMS customer's visual display of the telephone number from which the call is originating. In order to access this feature the customer must have a display device which is compatible with CMS. Certain telephone sets offered in xxx provide such a display device.
- (b) Call Return enables the customer to automatically re-dial the telephone number of the last incoming or outgoing call, whether the call, whether the call is answered or not. If the number is busy, the network scans its availability for a period of 30 minutes and, when it is free, notifies the customer by a distinctive ringing signal. The call is automatically processed when the customer answers.
- (c) Call Screen lets the customer create their own list of up to 12 telephone numbers to screen out. When any of these callers try to call the customer, the caller will hear a recorded message: "The party you are trying to reach has chosen not to take calls at this time". The customer will not even hear the phone ring.
- (d) Visual Call Waiting provides a visual display of the name and the number associated with incoming calls to an off-hook customer. As an exception, calls made with Call Blocking invoked will result in "Private Name/Private Number" being displayed. Visual Call Waiting is Display-Name capable and who use Spontaneous Call Waiting with Identification compatible display terminal.
- (e) SIMRING is a feature that can be added to a customer's main telephone number. A customer may from their main number program up to 5 telephone and cellular numbers. If a call is presented to the customer's main telephone number and is not answered at the main number SIMRING service will simultaneously ring the pre-programmed numbers(s). The presented call may be answered from any one of the pre-programmed numbers. Other rates and charges may apply.

14. CALL MANAGEMENT SERVICES cont'd

14.05 The following rates and charges apply to the Group of CMS or Calling Features for each line equipped and are in addition to other applicable rates and charges:

| ITEM CODE | USOC | DESCRIPTION | MRC | | SC |
|-----------|------|-----------------------|---------|----------|--------|
| | | | Minimum | Maximum | |
| CMS1B | | 1 Feature – Bus | # | \$ 12.00 | Note 1 |
| CMS1R | | 1 Feature – Res | # | \$ 12.00 | Note 1 |
| CMS2B | | 2 Features – Bus | # | \$ 23.00 | Note 1 |
| CMS2R | | 2 Features – Res | # | \$ 21.00 | Note 1 |
| CMS3B | | 3 Features – Bus | # | \$ 25.00 | Note 1 |
| CMS3R | | 3 Features – Res | # | \$ 23.00 | Note 1 |
| CMS4B | | 4 Features – Bus | # | \$ 30.00 | N/A |
| CMS4R | | 4 Features – Res | # | \$ 27.00 | N/A |
| CMSULB | | All-in Features – Bus | # | \$ 35.00 | N/A |
| CMSULR | | All-in Features - Res | # | \$ 30.00 | N/A |

Note 1: No Administration Service Charge applies.

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MISCELLANEOUS EQUIPMENT

14. CALL MANAGEMENT SERVICES cont'd

14.07 The following CMS feature is provided on a per-use basis:

- (a) Call Trace allows the called customer to have the last incoming call traced and the telephone number recorded by the Company for use by law enforcement agencies. Call Trace is offered as part of the basic network access service to individual line customers.

14.08 The following rates and charges apply to the CMS feature for each line equipped and are in addition to other applicable rates and charges:

| ITEM CODE | USOC | DESCRIPTION | MRC | | SC | S N N |
|-----------|------|--------------------------------|---------|----------|----------|------------------|
| | | | Minimum | Maximum | | |
| CALLTRACE | | Call Trace – successful traces | # | \$ 12.00 | \$ 10.00 | |

14.09 Call Display Blocking Options:

- (a) Per Call Call Display Blocking is provided upon request, to any persons wishing to protect the anonymity of their calling number. No charge is made for using per call Call Display Blocking.
- (b) Per Line Call Display Blocking is provided to social service agencies (including crisis lines, community health clinics, shelters for victims of domestic violence and public law enforcement agencies) and to customers having non-published type numbers. Per Line Call Display Blocking is provided upon request to customers identifying themselves as victims or potential victims of violence. No charge is made for using per line Call Display Blocking.

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INTEREXCHANGE SERVICES - GENERAL

1. GENERAL

- 1.01 Interexchange services and channels provide for communication between Exchanges or other Rate Centres. C
- 1.02 The Company does not set rates for Message Toll Service which include: C
- (a) two-point service
 - (b) conference service
 - (c) overseas service
 - (d) ship, train and aircraft service.
- 1.03 The Company also does not set charges and rentals for those portions of leased or rented Interexchange channels and associated equipment that extend or are provided beyond the point of connection of the Company's facilities with those of other Carriers. C
- 1.04 Rates and charges for Message Toll Service and for Interexchange channels and equipment extending beyond the point of connection with other Carriers, are contained in the approved tariffs of the inter-connecting Carriers and a copy of the relevant sections of these tariffs may be inspected at the Company's business office during regular business hours. C

INTEREXCHANGE DISTANCE CHARGES - GENERAL

1. GENERAL

1.01 Interexchange distance charges or rentals apply to channels provided between Exchanges or other Rate Centres. C

1.02 The Company provides voice-grade, interexchange, channels with band-widths to carry telephone speech or its equivalent. C

2. CHANNEL MEASUREMENT**2.01 Voice-Grade Channels**

(a) For a two-point channel, the distance charge or rental is based on the rate distance between Wire Centres of Rate Centres (Section 100 – 1.02) in the Exchanges in which the customer's or lessee's telephones or service points are located as follows: C

(b) Adjoining Exchanges – between Wire Centres in whose areas the telephones or service points are located except as in (2) below. C

(c) Non-adjoining Exchanges – between the Rate Centres of Exchanges, except for a channel provided between an Exchange or Rate Centre of the Company and a Rate Centre of another telephone company in which case the measurement is made between the two Rate Centres via the point(s) of connection. The percentage of this measurement which lies in the Company's territory is then applied to the actual airline distance between the Rate Centres to determine the charge for the Company's portion. C

1. GENERAL

- 1.01 The following sections in the 800 and 900 series, specify rates, rentals, charges and regulations for the following:
- (a) telephone services other than Exchange and interexchange service. C
 - (b) use of certain customer-provided equipment with the Company's facilities.
 - (c) lease of channels.
 - (d) arrangements for data transmission.
 - (e) other system attachments.
- 1.02 The foregoing are at the discretion of the Company and, where applicable, subject to the availability of suitable facilities and the requirements of Exchange service and message toll telephone service. C
- 1.03 When it is necessary for the Company to install special equipment or to incur any unusual expense in order to meet the special requirements of an applicant or customer, the Company may make an additional charge based on the equipment installed or other unusual expense incurred.

Z

2. RESERVED FOR FUTURE USE

Z 2. RESERVED FOR FUTURE USE – cont'd

3. SUPPORT STRUCTURE SERVICE

3.01 Description

Support Structure Service provides, where spare capacity is available, a cable television undertaking or a Canadian carrier access to use Company owned or controlled Support Structures for the placement of its Facilities. C

3.02 Definitions

Application

The document provided by the Company or, where forms are not provided a detailed description of the information required, completed by the Licensee to apply for access to Support Structures. C

Conduit

A reinforced passage or opening in, on, over or through the ground or watercourses capable of containing communication facilities and includes main Conduits, laterals to poles and into buildings, underground dips, short sections of Conduit under roadways, driveways, parking lots and similar conduit installations but excludes Manholes, Central Office vaults or other access points and Conduit entering the Central Office vault. C
C

Conduit Connection

Those parts of a licensee-provided Conduit affixed to the Company's underground Support structure that consists of the following: C

- (a) 0.3 metres of the Licensee's Conduit, where it enters a Company Manhole, measured from the inside wall of the latter. C
- (b) the Licensee's connection and Conduit for a distance of 0.9 metres when the Licensee's Conduit is connected to the Company's Conduit, measured from the center line of the Company's Conduit at the point of intersection and along the Licensee's Conduit. C

Construction Standards

The document which describes or references the Company's safety and technical requirements and industry standards, that a Licensee must comply with when performing work on its Facilities on, in or in proximity to the Company's Support Structures. C
C

3. SUPPORT STRUCTURE SERVICE – cont'd

3.02 Definitions - cont'd

Duly Authorized Representative

A Licensee's employee, contractor or agent who provides a signature, consent or authorization on behalf of the Licensee, shall be deemed by the Company to have been duly authorized by the Licensee to provide such signature, consent or authorization. C

Joint-User

A party, such as an electric utility company, which has executed a joint-use or joint-ownership agreement with the Company providing for either the reciprocal right to use the Support Structures of the other party or joint-ownership of the Support Structure. C

License

A non-exclusive License granted by the Company to a Licensee to use Support Structures for the placement of Licensee's Facilities under the terms and conditions of this Support Structure Service Tariff and the Support Structure License Agreement. C

Licensee

A cable television undertaking duly licensed or exempted by the Canadian Radio-television and Telecommunications Commission (Commission) or a Canadian carrier as defined in the Telecommunications Act, that has been granted License pursuant to the terms and conditions of this Tariff item.

Licensee's Facilities

The cables, equipment and other facilities permitted to be placed on or in the Company's Support Structures pursuant to a Permit. C

Manhole

An underground chamber which provides access to Conduit to place and maintain underground facilities but excludes Central Office vaults and controlled environmental vaults. C

Permit

An application which has been approved in writing by the Company. C

3. SUPPORT STRUCTURE SERVICE – cont'd

3.02 Definitions – cont'd

Spare Capacity

The difference between unused capacity of the Support Structure, where unused capacity is the difference between the capacity of the Support Structure based upon its design limitations and the capacity used by the Company to meet its current service requirements and any capacity previously allocated to a Licensee, and the capacity required by the Company to meet its anticipated future service requirements.

C
C**Strand**

A group of un-insulated wires twisted together and strung under varying degrees of tension between two or more poles, or between a pole and a building, which may be utilized to support communications cables and other related facilities.

Strand Equipment

Communications-related equipment inserted into cabling located on strand.

Subscriber Drop Wire

The facility or those facilities running from a pole or from poles in those circumstances where there are multiple poles between the mainline and a subscriber's premises, as the case may be, to a subscriber's or multiple subscribers' premises.

Support Structure License Agreement (SSA)

The agreement between the Company and a Licensee, the form of which has been approved by the CRTC, which sets out in further detail the rights and obligations of the Company and the Licensee in respect of the Support Structure Service. The SSA is subject to the prior approval of the Commission.

C
C**Support Structures**

The supporting structures, including poles, Conduits, Strands, anchors and Manholes (but excluding Central Office vaults and controlled environmental vaults) which the Company owns or which the Company does not own but for which it has the right to grant Permits thereto.

C
C

3. SUPPORT STRUCTURE SERVICE – cont'd

N

3.03 Terms and Conditions

- (a) The Licensee must enter into a Support Structure License Agreement (SSA) with DMTS, the form of which has been approved by the Commission and together with the Tariff item make up the Support Structure Service. The terms of the Support Structure Service are governed by this Tariff item. The Tariff item on Support Structures shall prevail in all cases where it conflicts directly with the SSA. Where the General Tariff including the Terms of Service, conflicts directly with the specific Tariff item on Support Structures or the SSA, the aforementioned Tariff item or the SSA as applicable, shall prevail.
- (b) DMTS provides to the Licensee the use of Support Structures where Spare Capacity is available except where such use will unduly interfere with the rights of any Joint-User or other Licensee.
- (c) The Licensee may not assign, sub-let, sub-lease or otherwise transfer its access to Support Structures to third parties without DMTS's prior written consent, which consent shall not be unreasonably withheld. The Licensee may share ownership of its facilities with a third party. In all such cases, the Licensee remains fully responsible for compliance with the rates, terms and conditions of Support Structures access as if it remained sole owner of the facilities for which it shares an ownership interest.
- (d) In all circumstances, DMTS has priority access to Support Structures in order to meet its current and anticipated future service requirements.
- (e) At the time of any application for use of, and continued presence on or in DMTS Support Structures, the Licensee must be the holder of all required authorizations from all authorities having jurisdiction, and must furnish documentary evidence of same at the request of DMTS.
- (f) The Licensee must obtain and maintain any rights-of-way or consents, as identified in the SSA, required for the placement, removal, maintenance and operation of the Licensee's Facilities on or in DMTS's Support Structures and must provide written evidence of same upon request by DMTS.

N

OTHER SERVICES AND FACILITIES - GENERAL

3. SUPPORT STRUCTURE SERVICE – cont'd

N

3.03 Terms and Conditions – cont'd

- (g) Nothing contained in this Tariff item limits, restricts or prohibits DMTS from honoring existing or entering into future joint-use or joint ownership agreements regarding Support Structures used or offered under this Tariff item and the SSA, provided that the existing rights of a Licensee shall not be prejudiced by a joint-use or joint ownership agreement entered into by DMTS after the Licensee has been granted access to Support Structures. The one exception to this provision is a circumstance in which DMTS is forced to move a Support Structure by a property owner, in which case a Licensee must move its facilities at its own expense.
- (h) DMTS shall set and enforce Construction Standards based on safety and technical requirements for Support Structures which DMTS owns or controls, provided that those standards do not unreasonably impede access by other Licensees or Joint-Users.
- (i) The types of Facilities placed by the Licensee on or in DMTS's Support Structures must conform with the standards and requirements specified in the Construction Standards as modified or replaced from time to time by DMTS.
- (j) Licensee owned Conduit which is connected to DMTS's Support Structures must meet the requirements identified in the Construction Standards. Conduit connections are only permitted for the Licensee to access its Facilities which are using DMTS's Support Structures.
- (k) There are no restrictions on the type of service provided by the Licensee using the Support Structures, as long as those services are provided in accordance with applicable legislation, regulations and Commission decisions.
- (l) On-going inspections for conformance with the terms and conditions of Support Structure Service will be conducted by DMTS at its own cost. When non-conformance with the terms and conditions of Support Structure Service is found, DMTS will notify the Licensee of the defects and charge the Licensee based on the expense incurred for the inspection. The Licensee will correct such defects within a time period specified by DMTS, to be no less than ninety (90) days following written notification of the Licensee of the defects. The Licensee will notify DMTS within seven (7) calendar days of the defect being corrected. After the specified notification period expires, DMTS may re-inspect the Licensee's Facilities and, if the defects have not been corrected to DMTS's reasonable satisfaction, DMTS may have such defects corrected or may remove the Licensee's Facilities and terminate any associated Permit for the affected Facilities, provided that the Licensee has given written notice that it prefers removal to correction. Charges based on expense incurred will apply.

N

3. SUPPORT STRUCTURE SERVICE – cont’d

N

3.03 Terms and Conditions – cont’d

- (m) DMTS has no obligation to provide any Support Structures to the Licensee if such Support Structures do not exist. When DMTS elects to place or obtain such Support Structures at the request of and for the use of the Licensee, a make-ready charge applies.
- (n) If DMTS decides to remove or abandon any Support Structures used by a Licensee(s), DMTS shall give the Licensee prior notice at the time that DMTS decides to proceed or at least one hundred and eighty (180) days before the event whichever is the earlier date. Where DMTS has the authority to do so, it shall at the same time, notify the Licensee(s) that such Support Structure may be purchased at fair market value. The Licensee(s) shall have the first ninety (90) days of the notice period to decide whether to purchase such Support Structures.

In the event that the Licensee or other Licensees do not purchase the Support Structure each Licensee, at its expense, shall have its Facilities removed from DMTS’s Support Structures within the notice period. When the Licensee’s Facilities have been removed, the Licensee shall notify DMTS which will then terminate the affected Permit or Permits. If the Licensee fails to remove its Facilities from the Support Structures within the notice period, DMTS may remove the Licensee’s Facilities from the structures and a charge will apply based on the expense incurred.

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- (o) When access to Support Structures is required to restore services offered by DMTS or a Licensee, DMTS and Licensee agree to work jointly to restore their respective services. If service cannot be restored jointly, then each party shall identify their priority services and mutually agree to the restoration sequence. If mutual agreement cannot be reached, DMTS will have priority.
- (p) Whenever emergency work is required to be performed on the Licensee’s Facilities, DMTS will immediately advise the Licensee to take necessary action. However, if the emergency is such that DMTS does not have time to notify the Licensee and must take action immediately, DMTS may perform the necessary emergency work, at the Licensee’s expense, and shall advise the Licensee of the situation as soon as possible. In such event, DMTS shall not be responsible for any damages to the Licensee’s Facilities or for interruption of service subject to the provisions of the SSA regarding DMTS’s liability.

3. SUPPORT STRUCTURE SERVICE – cont'd

3.03 Terms and Conditions – cont'd

- (q) Nothing contained in the Tariff item or the SSA, or any agreement between the Licensee and its contractor or agent, shall create a contractual relationship between a Licensee's contractor or agent and DMTS.

OTHER SERVICES AND FACILITIES - GENERAL

3. SUPPORT STRUCTURE SERVICE – cont'd**3.04 Access Approval Requirements**

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- (a) The Licensee must submit Applications for each use of, or connections to, Support Structures for additions to, rearrangements, transfers, replacements or removals of the Licensee's Facilities located on or in DMTS's Support Structures, for which a rental is provided in this Tariff item and/or which affects the consumption of capacity of the Support Structure. Applications are not required for Strand Equipment nor for repair or routine maintenance work on the Licensee's Facilities, which will not affect location and/or consume additional capacity on or in the Support Structure. Each Application shall be considered on a first come first served basis and without undue preference based on the date of receipt of each Application by DMTS.

DMTS's response time for applications will vary depending on the circumstances outlined below. In all cases, an Application will either be approved or denied in the response times identified below.

1. Response time within fifteen (15) calendar days applies to an application for twenty (20) poles or less or five (5) Manholes or less.
 2. Response time within thirty (30) calendar days applies to an application for more than twenty (20) but less than fifty (50) poles or more than five (5) but less than fifteen (15) Manholes.
 3. Response time to be determined based on specifics of the request applies to:
 - an Application exceeding the number of poles or Manholes specified in 2 above.
 - an Application for Support Structures in remote areas.
 - an Application impacted by unusual conditions.
- (b) A Licensee applying to attach to or work on another Licensee's Facilities must provide to DMTS, in all cases, whether an Application is required or otherwise, written confirmation of consent provided from the other Licensee identifying the specific Support Structure(s) for which access is requested on the Application or on which work will be performed.

3. SUPPORT STRUCTURE SERVICE – cont'd

3.04 Access Approval Requirements – cont'd

- (a) When an Application is for use of aerial Support Structures, the Licensee shall provide, upon request, two sets of detailed engineering drawings to scale indicating the layout of the existing plant and describing the proposed additions to, rearrangements, transfers, replacements or removals of all of the Licensee's Facilities on the Support Structures. When the Application is for use of underground Support Structures, the Licensee shall provide, upon request, two sets of plans indicating the proposed route.
- (b) In all cases, the Licensee shall pay a search charge whether the Application is accepted, withdrawn by the Licensee, or rejected by DMTS due to the unavailability of Spare Capacity.
- (c) Where Spare Capacity is not available, DMTS will identify on or with the Application form the reasons why. If DMTS elects to create the necessary Spare Capacity, DMTS will estimate the necessary make-ready charges and forward them to the Licensee for approval. DMTS will determine, in the best interest of all parties, whether the Applications requiring make-ready should be grouped into one or many projects.
- (d) The Licensee must authorize or refuse the estimated make-ready work and return all applicable forms completed to DMTS within thirty (30) calendar days from the date of receipt. DMTS may close any Application for which the Licensee has not provided authorization to proceed within thirty (30) calendar days and may require the Licensee to submit a new Application. After receipt of all forms completed and approved by the Licensee, DMTS will initiate the necessary make-ready.
- (e) When Spare Capacity is available DMTS will issue a permit to the Licensee allowing the Licensee to use the Support Structure as described in the Permit. The Permit will identify the specific locations on or in the Support Structures (such as the location on the pole, the specific Conduit or specific location in a Manhole) assigned to the Licensee.
- (f) The Licensee is permitted to construct, remove, maintain and operate its Facilities on, in or in proximity to DMTS's Support Structures, using the Licensee's own labour force or any person, firm, partnership or corporation (hereinafter "contractor"), subject to the terms and conditions contained in this Tariff item, the SSA and the Construction Standards. The Licensee shall provide the name and the type of work function to be performed by each contractor.

The Licensee shall provide DMTS with a list of contractors who are to carry out work under this Tariff item, on the Licensee's behalf.

OTHER SERVICES AND FACILITIES - GENERAL

3. SUPPORT STRUCTURE SERVICE – cont'd

3.04 Access Approval Requirements – cont'd

- (i) In the event that a Licensee wishes to use a contractor not on the list, the Licensee must notify DMTS in writing, at least twenty (20) calendar days in advance of such contractor commencing work.
- (j) When an Application requesting removal of Licensee's Facilities results in the requirement for the Licensee's Facilities to be abandoned, and where such Application is approved by DMTS, DMTS will issue a Permit for transfer or ownership. Once notification of Licensee's work completion has been received by DMTS, the transfer of ownership will be effective and adjustments to the billing of the abandoned rental units will come into effect.
- (k) The Licensee must notify DMTS of its start date. The Licensee must also notify DMTS within seven (7) calendar days of the permitted work being completed.
- (l) The Licensee shall have sixty (60) days from receipt of a permit to commence work in accordance with such permit, failing which the permit shall be deemed to be revoked. In the event that a Licensee cannot reasonably commence such work within the sixty (60) days period, the Licensee may submit a written request for an extension provided such request is received prior to the expiry of the initial sixty (60) day period, provided that the basis for the extension is beyond the control of the Licensee and provided, also, that both parties are in agreement regarding the length of such extension. Should the Licensee not start installation of its Facilities within the period of the extension, the Permit shall be deemed to be revoked.
- (m) Where work is required to restore a Conduit, assigned in a Permit, to a useable condition, the Licensee may determine who will do the work, subject to the requirements of other related terms and conditions of the Tariff on Support Structure Service. The Licensee will advise DMTS of work completion with 10 days. DMTS will have 20 days from the date of this notice to inspect and advise the Licensee of any further work required. All work and material required to make such Conduit usable by the Licensee will be at the Licensee's expense. The Licensee is also responsible for any backfilling, repaving, restoration of landscaping, curb, gutter and sidewalk expenses.
- (n) For assigned conduit occupied by DMTS Facilities, DMTS has the option of performing the installation work and charging the Licensee based on the expense incurred. For assigned conduit occupied by another Licensee's Facilities, the applicant is responsible to notify the other Licensee and make suitable placing arrangements.

OTHER SERVICES AND FACILITIES - GENERAL

3. SUPPORT STRUCTURE SERVICE – cont'd**3.04 Access Approval Requirements – cont'd**

- C (o) A Licensee is required to notify DMTS when the Licensee intends to place one or more additional Subscriber Drop Wire(s). Where notification of the placement of Subscriber Drop Wire(s) is required, such notification must be provided within thirty (30) calendar days of such placement.
- C (p) When the subscriber drop wire or Strand Equipment cannot be attached by the Licensee, in compliance with the Construction Standards, the Licensee must request DMTS to perform make-ready work. When the make-ready work has been completed, the Licensee will be notified and can then proceed with the attachment. In individual cases, with the mutual agreement of DMTS and the Licensee, the Licensee may perform make-ready work at its own expense.
- (q) DMTS may inspect the work performed by the Licensee, its contractors and agents. Notice of any defect found while the Licensee's work is underway will be transmitted to the Licensee who shall have the defect corrected within the time period specified by DMTS, to be no less than 90 days following written notification of the defects of the Licensee.

After the specified time period expires, DMTS may re-inspect the Licensee's Facilities and, if the defects have not been corrected, have such defects corrected, or remove the Licensee's Facilities and terminate the Permit for the Licensee's Facilities provided that the Licensee has given written notice that it prefers removal to correction. Charges based on expense incurred will apply.

3. SUPPORT STRUCTURE SERVICE – cont’d

3.05 Rates and Charges

The Licensee must provide thirty (30) days advance notice of a change to the Licensee’s billing/invoicing name and/or address, specifying the details of the change.

(a) Non-Recurring Charges

DMTS may require the Licensee to pay in advance any of the estimated non-recurring charges stated in this Tariff item. In the event of a dispute between DMTS and a Licensee regarding the reasonableness of any non-recurring charge, the Licensee shall pay the undisputed portion of the charge. Disputes regarding contested charges shall be treated in accordance with section 11 of the SSA. The following non-recurring charges are applicable.

1. Unauthorized Attachment

An unauthorized attachment charge shall apply where a Licensee has installed a Facility, except a Subscriber Drop Wire, on or in Support Structures, for which a Permit has not previously been issued. Where DMTS has acquired ownership of a Support Structure to which the Licensee has an existing attachment and for which a written authorization was obtained from the previous owner, the unauthorized attachment charge does not apply, however, a monthly rental will be assessed from the effective date of the change of ownership. The unauthorized attachment non-recurring charge does not apply, and DMTS will issue a permit, where the attachment complies with the applicable Construction Standards and where the Licensee can substantiate to the reasonable satisfaction of DMTS that a monthly rental has been applied with respect to such attachment or where the Licensee can substantiate to the reasonable satisfaction of DMTS that DMTS has approved the attachment of the Licensee’s Facility but has not issued a Permit.

Unauthorized Attachment per rental unit \$ 100.00

GENERAL TARIFF

OTHER SERVICES AND FACILITIES – GENERAL

3. SUPPORT STRUCTURE SERVICE – cont'd

3.05 Rates and Charges – cont'd

Non-Recurring Charges – cont'd

As an exception to the above mentioned non-recurring charge for unauthorized attachments, the Licensee may submit an Application for any of its Facilities attached on or in DMTS's Support Structures for which a Permit has not been previously issued by DMTS and which has not been previously identified by DMTS as an unauthorized attachment, within one hundred and eighty (180) calendar days following the effective date of this Tariff item. Any such Application received by DMTS within this one hundred and eighty (180) day period will be subject to the terms and conditions of the present Tariff item, SSA and Construction Standards with the exception that the effective date for the monthly rental for such attachments will be the effective date of approval of this Tariff item. Further, with the exception of those Facilities for which a monthly rental was not required under the preceding DMTS Tariff, the following non-recurring charge shall apply.

Unauthorized Attachment per rental unit \$ 25.00

2. Search Charge

A charge, based on the expense incurred and where appropriate using hourly labour rates, which applies for all work required to determine the availability of Spare Capacity on or in DMTS's Support Structures, to estimate make-ready charges and to process applicable documentation. When requested by the Licensee or determined necessary by DMTS, estimated charges for a search necessary to implement the Licensee's Application(s), will be forwarded to the Licensee for approval.

3. Make-Ready Charge

A charge, based on the expense incurred and where appropriate using hourly labour rates, applies for any material used and for any work performed on, in or in proximity to DMTS's Support Structures or on DMTS's or Joint-User's facilities, including, but not limited to, any additional investment or advance planned investment or reinforcement required, in order to meet the Licensee's requirements for Support Structure Service. In individual cases, with the mutual agreement of DMTS and the Licensee, the Licensee may perform make-ready work at its own expense.

OTHER SERVICES AND FACILITIES - GENERAL

3. SUPPORT STRUCTURE SERVICE – cont'd

3.05 Rates and Charges – cont'd

Non-Recurring Charges – cont'd

4. Inspection Charge

A charge, based on the expense incurred and where appropriate using hourly labour rates, will apply for all inspections of the Licensee's Facilities. This charge will apply to all inspections necessary to ensure the installation of such Facilities has been completed in accordance with the Permit and that the installation complies with the Construction Standards.

There is no charge for inspection of a Permit if such inspection has not commenced within sixty (60) calendar days from the date of notification to DMTS by the Licensee that construction has been completed.

3. SUPPORT STRUCTURE SERVICE – cont'd

3.05 Rates and Charges – cont'd

(b) Monthly Rates

The rates specified below apply for each month or portion thereof for which the Licensee's Facilities are permitted to be attached to DMTS's Support Structures. The rates shall commence on the date when the Permit is issued and shall continue until the date that the Permit is terminated. The monthly rates for access to DMTS's Support Structures are not inclusive of any related non-recurring, administrative, application or processing fees. As an exception to the commencement of the monthly rates on the date when the Permit is issued, monthly rates for attachments which are unauthorized will commence on the date the unauthorized attachment is identified.

1. Pole

The charge applies to each pole, either owned by DMTS or on which it is entitled to allow placement of the Licensee's Facilities as follows:

- a. for all of the Licensee's Strands attached to such pole;
- b. when a. is not applicable, for all DMTS's Strands supported by such pole, which Strands the Licensee uses; and
- c. when a. and b. are not applicable, for all other of the Licensee's Facilities including Subscriber Drop Wire attached to such pole.

For greater certainty there shall be only one pole rental unit charged per Licensee for each pole in any circumstance.

Monthly pole rental unit rate \$ 0.80

3. SUPPORT STRUCTURE SERVICE – cont’d

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3.05 Rates and Charges – cont’d

Monthly Rates – cont’d

2. Strand

The charge applies to each Strand span or portion thereof owned by DMTS or on which it is entitled to allow the placement of the Licensee’s Facilities, for each Licensee’s cable having a maximum outer diameter of 30.5 millimetres attached to such Strand.

Monthly Strand rental unit rate\$ 0.20/ 30 M

3. Conduit

The charge applies for each 30 metres of Conduit or fraction thereof, accumulated for each Licensee’s distribution area, owned by DMTS or in which it is entitled to allow the placement of the Licensee’s Facilities, for each Licensee’s cable having a maximum outer diameter of 30.5 millimetres installed in an underground Support Structure. The charge also applies for each such Licensee’s cable installed in an underground Support Structure in each of the following conditions:

- a. when the Licensee’s cable uses a Conduit for a distance less than 30 metres; or
- b. when the Licensee’s cable enters a Manhole through a Conduit but uses less than 30 metres of Conduit; or
- c. when the Licensee’s cable leaves a Manhole through a Conduit but uses less than 30 metres of Conduit; or
- d. when the Licensee’s cable uses a Manhole without using a Conduit to enter or leave the Manhole.

Monthly Conduit rental unit rate \$ 2.25

3.06 Conduit on Private Property

Where the Licensee wishes to utilize any part of a privately owned underground Support Structure which has been designed by DMTS in consultation with the owner and installed to accommodate DMTS’s and Licensee’s Facilities, the Licensee is to file an Application with DMTS using the procedures outlined in the SSA (i.e., obtain a Permit) and DMTS shall bill the Licensee with no greater than 50% of the total engineering expense it incurred in the provision of said underground Support Structure. For greater certainty, no monthly rental applies to such Conduit and the only applicable charge shall be the appropriate engineering expense.

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Reserved for Future Use

Reserved for Future Use

1. GENERAL

- 1.01 Equipment, apparatus, or devices provided by a customer shall only be attached to or connected to or used with the Company's facilities in accordance with the requirements stated herein or such further and other requirements as may be specified from time to time by the Company.
- 1.02 Such equipment, apparatus, or devices shall be suitable for operation or use with the Company's facilities.
- 1.03 Any such attachment, or connection to or use with the Company's facilities shall be such that, in the Company's opinion, it does not damage, interfere with or create a hazard of damage or impair the functioning of the Company's service, equipment or channels or create a hazard of danger to the users of the Company's service, equipment or channels, its employees or the public.
- 1.04 The customer shall not have, acquire, secure, or derive any property or patent right in or control over the Company's equipment, apparatus, lines, channels or devices to which such attachment, connection or use is made or any property or patent right in or control over the design, function, operation or layout of the Company's equipment, apparatus, lines, channels or devices. The Company reserves the right to change, in whole or in part, the design, function, operation or layout of its equipment, apparatus, lines, channels or devices as it considers necessary. The Company shall not be responsible to the customer for any of his equipment, apparatus or devices, either in whole or in part, which ceases to be compatible with the Company's facilities or become inoperative because of such changes to the Company's equipment, apparatus, lines, channels or devices.
- 1.05 The Company does not make any representation that its facilities are adapted to the use of the customer-provided equipment, apparatus or devices.
- 1.06 The Company may make such tests and inspections as it considers necessary to determine whether the customer is complying with any or all requirements herein. If, in the Company's judgement, such attachments or connections or use with the Company's facilities do not conform with these requirements, the Company may, at any time, take such action as necessary or remove the attachment or interrupt or terminate the connection or use with the Company's facilities.
- 1.07 When such attachment or connection to or use with the Company's facilities causes the Company to incur any unusual expense or any loss or damage it may recover any such unusual expense or any such loss or damage from the customer.

1. GENERAL – cont'd

- 1.08 The limitation of the Company's liability in the attachment, connection or use by a customer or any other person of such customer-provided equipment, apparatus or devices is specified in Section 80 – 16.
- 1.09 Only customer-provided terminal equipment certified under the Terminal Attachment Program of the Government of Canada may be connected to the Company's facilities.

2. SINGLE LINE SERVICE

- 2.01 Individual line business and residential customers may provide and connect certified terminal equipment (Item 1.09) to the Company's jack connection.
- 2.02 Customers may also provide and attach terminal equipment by means of an acoustical or induction connection.

3. MULTI-LINE SERVICE

- 3.01 Multi-line customers may provide and attach to the Company's facilities certified terminal equipment (Item 1.09). The equipment is connected at the demarcation point on the customer's premises.
- 3.02 Customers may also provide and attach terminal equipment by means of an acoustical or induction connection.

4. DIAGNOSTIC MAINTENANCE CHARGE

- 4.01 The customer, residence or business, is responsible for the operation and maintenance of customer-provided equipment, apparatus or devices attached or connected to or used with the Company's facilities.

When diagnostic testing is made to determine the source of a trouble, and only if the source of the trouble is found to be within the customer-provided equipment, apparatus or devices, a diagnostic service charge of \$40.00 applies for each trouble reported during normal operating hours. An off normal hours charge of \$80.00 applies for each trouble reported from 6:00 PM to 8:00 AM, Monday – Friday and all day Saturday and Sunday.

5. RESTRICTIONS ON THE USE OF AUTOMATIC DIALING-ANNOUNCING DEVICES (ADAD) AND CONDITIONS FOR UNSOLICITED LIVE VOICE AND FACSIMILE CALLS FOR THE PURPOSE OF SOLICITATION

Definitions

For the purpose of this tariff, an ADAD is defined as any automatic equipment, which stores or produces telephone numbers to be called, used alone or with other equipment to convey a prerecorded or synthesized voice message to the telephone number called.

ADD (automatic dialing device) is defined as any automatic equipment, which has the capability of storing telephone numbers to be called, or a random or sequential number generator capable of producing numbers to be called. ADDs include facsimile machines and predictive dialers. An ADD is often used by an operator delivering a live voice message.

5.1 (a) Use of ADADs for purposes of Solicitation

The use of ADADs to make unsolicited calls for the purpose of solicitation is prohibited.

Prohibited ADAD calls include calls made to solicit on behalf of a charity, the use of ADAD messages to request that a called party hold until an operator is available (when the purpose of the call is to solicit), activities such as radio station promotions, or ADAD calls referring the called party to a 900 or 976 service number.

If the Company has a customer who resells Centrex, it is the Resellers responsibility to make sure the end user does not employ the service to transmit unsolicited ADAD calls, other than those made for public service reasons.

(b) Use of ADADs for purposes other than Solicitation

The use of ADADs to make unsolicited calls for purposes other than solicitation (herein referred to as permitted unsolicited calls) are subject to the following conditions:

EXCEPTION: These conditions do not apply to calls made for public service reasons including calls made for emergency and administration purposes by police and fire departments, schools, hospitals or similar organizations.

(1) Permitted unsolicited ADAD calls must not be placed to emergency lines or healthcare facilities.

(2) Unless otherwise provided by law, permitted unsolicited ADAD calls may only be placed between 9:30 AM and 8:00 PM Monday to Friday, between 10:30 AM and 5:00 PM on Saturday and between 12:00 noon and 5:00 PM on Sunday.

- (b) Use of ADADs for purposes other than Solicitation – cont'd
- (3) Permitted unsolicited ADAD calls shall begin with a clear message identifying the person on behalf of whom the call is being made. This identification message is to include: (1) a mailing address and (2) a telephone number at which the called party can reach, at no charge, a responsible individual representing the originator of the message. If the actual message exceeds 60 seconds, the identification message must be repeated at the end of the call. Where the person making the call is conducting a survey on behalf of a client, either the survey research organization or the client on whose behalf the call is made must be identified in accordance with the requirements of this section.
 - (4) Permitted unsolicited ADAD calls must display the originating call number or an alternate number at which the call originator may be reached, except where number display is unavailable for technical reasons.
 - (5) Sequential dialing is prohibited.
 - (6) Random dialing for permitted unsolicited ADAD calls, as well as calls to non-published numbers are allowed.
 - (7) An ADAD user must make all reasonable efforts to ensure that their equipment disconnects within 10 seconds of the called party hanging up.
 - (8) The rates specified for a business individual lines in Section 210, Subsection 3.02 apply to the Central Office line or Centrex local to which an ADAD is connected.

5.2 Conditions for unsolicited live voice and facsimile calls (including calls made on behalf of charitable institutions) for the purpose of solicitation

EXCEPTION: These conditions do not apply to live voice and facsimile calls that do not solicit, including calls for emergency purposes, calls for account collection and market and survey research.

GENERAL – VOICE AND FACSIMILE CALLS

- (a) Persons placing unsolicited live voice or facsimile calls to solicit are to ensure that a customer's request not to be called again is respected and that the customer's name and telephone number are removed from calling lists within 7 days of the request for unsolicited facsimile calls and within 30 days of the request for unsolicited live voice calls. A customer's "do not call" request is to remain active for three years. Effective October 1, 2004 persons placing unsolicited calls must provide a unique registration number for confirmation purposes to all persons who request being added to the "do not call" list.
- (b) Sequential dialing for unsolicited live voice and facsimile calls for the purpose of solicitation is prohibited.
- (c) Unsolicited live voice and facsimile calls must not be placed to any emergency line or healthcare facility.

5.2 Conditions for unsolicited live voice and facsimile calls (including calls made on behalf of charitable institutions) for the purpose of solicitation – cont'd

GENERAL – VOICE AND FACSIMILE CALLS – cont'd

- (d) Persons who resell Centrex service must make all reasonable efforts to ensure that the end-user does not employ the Centrex call transfer feature to transmit unsolicited live voice or facsimile calls for the purpose of solicitation.

FACSIMILE CALLS

- (a) Persons placing unsolicited facsimile calls to solicit are to identify the person on behalf of whom the call is made as well as the caller's telephone number, facsimile number and the name and address of a responsible party to whom the called party can write. The format of the facsimile should contain a header on the first page in 12-point typeface containing the originating time and date of the facsimile.
- (b) When the unsolicited live voice or fax call is placed by a professional calling organization on behalf of another organization, the professional calling organization must also provide the information set out in (a) above with respect to itself as well as the information for the client.
- (c) All facsimile numbers listed as per (a) and (b) above must be toll free and must be identified as numbers where a "do not call" request can be processed.
- (d) The telephone numbers provided as per © must be staffed during business hours with an after-hours interactive voice mail backup.
- (e) Unless otherwise provided by law, unsolicited facsimile calls may only be placed between 9:00 AM and 9:30 PM Monday to Friday and between 10:00 AM and 6:00 PM on Saturday and Sunday. The permitted calling hours identified are those of the called party.

TELEMARKETING VOICE CALLS

- (a) There are no calling hour restrictions on persons placing unsolicited live voice calls.
- (b) Unsolicited live voice calls to solicit must display the originating calling number or an alternate number at which the call originator can be reached, except where number display is unavailable for technical reasons.
- (c) (i) Persons placing unsolicited live voice calls to solicit are to identify the person on behalf of who the call is made, provide the caller's telephone number and the name of a responsible person. If a professional organization is calling on behalf of a third party, they must provide the same information as would their client.
 - (ii) The required information must be provided before any other communication and before asking for an individual.

- 5.2 Conditions for unsolicited live voice and facsimile calls (including calls made on behalf of charitable institutions) for the purpose of solicitation – cont'd

TELEMARKETING VOICE CALLS – cont'd

- (c) (iii) The telephone number provided must be toll free and must be identified as a number for questions or comments about the call.
 - (iv) The telephone number provided must be a number at which “do not call” requests can be processed during business hours with an after-hours interactive voice mail backup.
 - (v) Persons placing unsolicited live voice, including professional calling organizations, must provide upon request the name and address of a responsible party to whom the called party can write.
- (d) “Do not call” list procedures for voice calls
 - (i) If during a call, the called party asks to be put on a “do not call” list, the “do not call” request must be processed without requirements by the callers.
 - (ii) An agent calling on behalf of a client must ask if the called party wishes to be on both the agents “do not call” list as well as their clients.
 - (iii) Effective October 1, 2004, a telemarketing caller must provide a unique registration number for confirmation purposes to all persons requesting addition to the “do not call” list.

5.3 Enforcement

Telephone service to all lines used in connection with the placing of calls which contravenes the conditions of this tariff may be suspended or terminated two business days after notice from the Company.

5.4 Maintenance of Records

Callers using predictive dialing devices shall ensure that they do not abandon more than 5 percent of calls, measured on a per calendar month. Records shall be maintained by telemarketers to show the abandonment rate on a monthly basis.

WIRELESS ACCESS SERVICE

1. GENERAL

- 1.01 Wireless Access Service will provide the Central Office equipment and facilities necessary for the interconnection of a Wireless Service Provider's (WSP) licensed cellular mobile radio service with the Company's public switched telephone network (PSTN). A WSP must be designated by Industry Canada, or its successor, Innovation, Science and Economic Development Canada (ISED), to provide public cellular mobile radio service in areas served by the Company. C
- 1.02 This service is subject to the availability of suitable facilities. C
- 1.03 The WSP's equipment shall meet the specifications as established by ISED. C
- 1.04 Access will be provided using analogue or digital Access Channels and includes the provision of seven-digit telephone numbers for out-pulsing for Line-side Access. C
- 1.05 A WSP may also interconnect with the Company's PSTN to provide transmission services to Radio Paging and Air to Ground System Operators. C

WIRELESS ACCESS SERVICE

2. SEVEN-DIGIT TELEPHONE NUMBERS – LINE SIDE

- 2.01 Seven-digit telephone numbers with out-pulsing will be provided either as a dedicated group of 1,000 or fewer consecutive telephone numbers or individually from a non-dedicated NXX. C
- 2.02 A WSP will be allowed to reserve for future use a group or groups of up to 1,000 consecutive seven-digit telephone numbers where available and where the WSP's forecast so warrants. C
- 2.03 A WSP may reserve for future use a quantity of seven-digit telephone numbers with out-pulsing, at the rates and charges specified in sub-section 2.07. These numbers will be reserved until placed in service or released by the WSP. C
- 2.04 These seven-digit telephone numbers with out-pulsing will be assigned from those which are available from the appropriately equipped line-serving switching equipment and placed in service and provided at the rate provided in Section 100. C
- 2.05 The WSP will be responsible for all charges levied in respect to all calls associated with any of the seven-digit telephone numbers so assigned and placed in service. C
- 2.06 The reservation or placing in service of seven-digit telephone numbers with out-pulsing will not provide for a directory listing of such a number. Should the WSP's customer want a directory listing for an assigned seven-digit telephone number, the listing will be provided when requested by the WSP, at the rates and charges for Business Extra Listings (Item Code 1015) as specified in Section 140 – 6.01. C

2. SEVEN-DIGIT TELEPHONE NUMBERS – continued

2.07 Rates and Charges

Rates and charges for the use and reservation of seven-digit telephone numbers equipped with out-pulsing are as follows:

| ITEM CODE | DESCRIPTION | MRC | SC |
|-----------|---|---------|-----------|
| CLTNO | Seven-digit Telephone Number with out-pulsing – each – see Note 1 | \$ 0.38 | \$ 126.00 |
| CLTNR | Reserved Seven-digit Telephone Number with out-pulsing – each – see Note 2 | \$ 0.16 | \$ 98.00 |

Note 1: A single service charge applies for all telephone numbers placed in service at one time in any one location.

Note 2: Applies for each request for any quantity of telephone numbers reserved at one time in any one location.

WIRELESS ACCESS SERVICE

3. ACCESS CHANNELS

3.01 Access channels are required to provide transmission facilities as provided by the Company between the Wire Center and a mutually agreed upon point of interconnection. C

3.02 Access channels are provided in either analogue or digital formats.

3.03 An analogue access channel provides a jack ended 4-wire unconditioned, voice-grade facility equipped with transmission equipment as required and provided by the Company between the Wire Center and a mutually agreed upon point of interconnection. C

3.04 Rates and Charges

For each analogue Access Channel, the monthly rate and service charge applicable for each customer termination is as shown below.

These rates and charges are in addition to the Link and Network charges as shown in Section 900-4 and 900-5.

| ITEM CODE | DESCRIPTION | MRC | SC |
|-----------|---|----------|-----|
| CLCBC | Channel bank equipment, each channel | \$ 12.60 | N/C |
| CLEMS | E&M Signaling equipment, each channel | \$ 12.60 | N/C |
| CLVG | 4-wire voice frequency gain equipment, if required, each channel, each unit | \$ 13.15 | N/C |

3. ACCESS CHANNELS – continued

3.05 Digital Access Channels are provided in accordance with the DS-1 Digital Service tariff as outlined in Section 910. Such a system provides for 24 Digital Access Channels between the Wire Center and a mutually agreed upon point of interconnection.

3.06 Rates and Charges

For each Digital Access Channel, the monthly rate and service charge applicable for each customer termination is as shown below.

These rates and charges are in addition to the Link and Network charges as shown in Section 900-4 and 900-5.

| ITEM CODE | DESCRIPTION | MRC | SC |
|-----------|--|-----|----|
| | Digital Access Channel – See Section 910 | | |

WIRELESS ACCESS SERVICE

C

4. LINK

4.01 The Link provides the Wire Center equipment required to terminate an Access Channel (analogue or derived digital) in the Wire Center.

C

C

4.02 Answer Supervision and multi-frequency signaling are included.

4.03 Rates and Charges

| ITEM CODE | DESCRIPTION | MRC | SC |
|-----------|--|----------|-----|
| CSLNK | Cellular Access Service – Link – per channel | \$ 12.70 | N/C |

WIRELESS ACCESS SERVICE

5. NETWORK CHARGE – LINE-SIDE

5.01 The Network Charge – Line-side provides the additional common equipment and facilities, both in the Wire Center and in the local calling area required to process a call on the PSTN. Since the call handling capacity of an access channel changes as the number of channels increases, the corresponding Network Charge will vary as shown below.

5.02 Rates and Charges

| ITEM CODE | DESCRIPTION | MRC | SC |
|------------------|---|------------|-----------|
| CSN01 | Each Channel to a maximum of 12 channels, or | \$ 17.00 | MESC |
| CSN02 | Each Channel to a maximum of 24 channels, or | \$ 30.00 | MESC |
| CSN03 | Each Channel to a maximum of 36 channels, or | \$ 36.00 | MESC |
| CSN04 | Each Channel to a maximum of 48 channels, or | \$ 38.00 | MESC |
| N/A | For each request to activate additional access channels, a service charge applies | N/A | \$ 264.00 |

WIRELESS ACCESS SERVICE

6. TRUNK-SIDE INTERCONNECTION6.01 GENERAL

- (a) The Company will determine where Trunk-side Interconnection is provided subject to the availability of suitable facilities. Where the Company must install special equipment or incur an unusual expense, or construction is required, an additional charge may be required pursuant to Section 130 – Construction Charges. Trunk-side Interconnection is comprised of Trunk-side Access and the Trunk-side Interconnection Trunks.
- (b) Trunk-side Access – provides the 24 digital access channels between a line-serving switch in the serving Central Office and a mutually agreed upon point of interconnection. Trunk-side Access is usually provided via a DS-1 Digital Trunk Access pursuant to Section 910.4 or a DS-1 Interexchange private line facility. Other Trunk-side Access arrangements may be available at the Company's discretion upon customer request, subject to the availability of suitable equipment and facilities.
- (c) Trunk-side Interconnection Trunks provide the common equipment and facilities in the serving Central Office, the Exchange and other Exchanges required to terminate a Trunk-side Access Channel in the Company's serving Central Office and to process a call on the Company's PSTN to the Company's subscribers in the local calling area of the originating Exchange.
- (d) Trunk-side Interconnection Trunk Charges

| DESCRIPTION | MONTHLY CHARGE (RECURRING) | SERVICE CHARGE |
|--|-------------------------------|-------------------|
| Each channel, to a maximum of 24 channels | \$ 10.80 | N/A |
| Each channel, to a maximum of 48 channels | \$ 16.96 | N/A |
| Each channel, to a maximum of 72 channels | \$ 18.80 | N/A |
| Each channel, to a maximum of 84 channels | \$ 19.77 | N/A |
| Each channel over 84 channels | \$ 20.28 | N/A |
| Order processing, each order, each location | N/A | \$ 146.84 |
| Trunk-side Interconnection Trunk activation or change, each trunk | N/A | \$17.71 |

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

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The CRTC has granted forbearance, pursuant to Section 34 of the Telecommunications Act, for the material previously contained on these pages. Accordingly, the material has been removed from this Tariff.

DIGITAL NETWORK SERVICES

1. GENERAL

- 1.01 Digital Network Services are provided at the discretion of the Company and subject to the availability of suitable facilities and to the requirements of Exchange service. C
- 1.02 When it is necessary for the Company to install special equipment or to incur any unusual expense in order to meet the special requirements of an applicant or customer, it may make an additional charge based on the equipment installed or other unusual expense incurred.
- 1.03 Digital Channel Service (DCS) is furnished, where facilities are available, for the digital transmission of information of synchronous speeds of 1.2, 2.4, 4.8, 9.6, 19.2 or 56.0 kilobits per second between two points in the same serving area.
- 1.04 The Company determines the serving areas within which it will provide service. The service is provided at the Company's discretion within a serving area.

2. SUPERROUTE

2.01 Superroute is a non-network addressing digital access service which provides for the transmission of information at 1.544 Mb/s between two points in the same or adjoining Exchanges. C

2.02 This service is subject to the availability of suitable facilities.

2.03 Mutli-point and multi-drop configurations are not available.

2.04 Superroute is offered on a minimum two-year term.

2.05 Superroute may be connected to customer-provided or Company-provided terminating equipment location at the customer's premise in accordance with terms as may be stated in the Company's General Tariff.

2.06 The service consists of the following two components:

(a) Access

This provides the customer with a jack-ended 1.544 Mb/s interface and digital local loop from the customer's premises to the wire center.

(b) Link

This provides the Central Office equipment required to connect the two Accesses. C

2. SUPERROUTE – cont'd

2.07 Rates and Charges

(a) Access – each service point

An access provides up to eleven (11) Digital Access Systems (DAS). Each DAS can provide up to 24 non-network addressing digital Access Channels (DAC) between the wire-center and a mutually agreed upon point of demarcation located within the same serving wire center.

| ITEM CODE | USOC | DESCRIPTION | MRC | S/C |
|-----------|------|---|-----------|------------|
| SRACE | | Common Equipment – See Note #1 | \$ 480.00 | \$ 527.50 |
| SRASY | | Access System, per ¼ mile – See Note #2 | \$ 25.00 | \$ 211.00 |
| SRAC | | Construction Charge | \$ 0.00 | \$7,912.50 |

Note #1 Required for the 1st and 12th system installed, and for every 12th system thereafter. Provides for up to eleven (11) twenty-four (24) channel systems.

Note #2 Applies per Digital Access System (DAS), per service point, per ¼ mile. Service charge applies per DAS.

Note #3 Construction Charge applies only on the initial system installation and may be in addition to, or replaced by custom work charges.

(b) Link

| ITEM CODE | USOC | DESCRIPTION | MRC | S/C |
|-----------|------|-------------------------------------|----------|-----|
| SRLINK | | Link Charge – per Exchange, per DAS | \$ 35.00 | N/A |

DIGITAL NETWORK SERVICES

3. CHANNEL BANK EQUIPMENT & DS-1 DIGITAL SERVICE**3.01 Channel Bank Equipment**

- (a) This arrangement provides one port in a DE4-E channel bank located in the Company's Central Office which allows for the conversion of 24 analogue channels into a single digital channel. Circuit plug-ins are in addition to the following rates and charges. **C**

3.02 DS-1 Digital Service

- (a) DS-1 Digital Service is furnished for the digital transmission of information at 1.544 MBPS (DS-1) between two points in the Exchange. **C**
- (b) The DS-1 Digital Service has a maximum route distance of 12,000 feet or 3,658 metres. Beyond this distance, a special assembly is required to provide digital service.
- (c) The service is provided at the Company's discretion. Multi-point and multi-drop configurations are not available.
- (d) The DS-1 Digital Service is offered on a monthly basis.
- (e) The DS-1 Digital Service may be connected to customer-provided or Company-provided terminal equipment located at the customer's premises.
- (f) The service consists of the following:
- (1) The DS-1 Digital Service Facility, which allows 1.544 MBPS transmission between the Company's Central Office and the customer premises.
 - (2) The DS-1 Digital Service Common Equipment, which is located at the customer premise, is a Multiplexer unit which accepts the 4 wire E & M, RS232 and the V35/RS 422 data cards.
 - (3) The DS-1 Digital Service Termination 4 wire E & M Card, which is a voice card providing four voice circuits. The card enables the customer to transmit voice messages. This card plugs into the DS-1 Digital Service common equipment.

3. CHANNEL BANK EQUIPMENT & DS-1 DIGITAL SERVICE – cont'd

3.02 DS-1 Digital Service – cont'd

(f) cont'd

- (4) The DS-1 Digital Service Termination RS232 Date Card provides four RS232 data circuits. The card enables the customer to transmit data information. This card plugs into the DS-1 Digital Service common equipment.
- (5) The DS-1 Digital Service Termination V35/RS 422 Data Card provides four V35/RS 422 data circuits. The card enables the customer to transmit data information. This card plugs into the DS-1 Digital Service common equipment.
- (6) The DS-1 Digital Service Data Module Interface consisting of two components:
 - (a) The quad 2B2Q Synchronous NTU data module at the front end, and
 - (b) The 2 wire 2B1Q NYU Interface at the rear of the unit.

These two modules interface on to the digital service common equipment and provide four data ports.

- (7) The Digital Terminating Single Channel RS232-D/V.24NTU data standalone unit is required at the remote end of the circuit. This allows the link between the host and remote site for data transmission.

3.03 Rates and Charges

| ITEM CODE | USOC | DESCRIPTION | MRC | S/C |
|-----------|------|------------------------------|----------|------------------|
| DNSCB4E | | D4E4 Channel Bank – Per Port | \$ 26.15 | \$ 527.50 + MESC |

Local Channels are to be provided between the Company's Central Office and customer premise. See Section 260 - 4 for rates and charges.

DIGITAL NETWORK SERVICES

4. DIGITAL TRUNK ACCESS

4.01 The Digital Trunk Access charge provides the wire center equipment required to terminate a Digital Access on the Public Switched Network. Answer supervision and multi-frequency are included.

| ITEM CODE | USOC | DESCRIPTION | MRC | S/C |
|-----------|------|----------------------|-----------|------|
| DNSDTA | | Digital Trunk Access | \$ 396.00 | MESC |

5. MISCELLANEOUS DATA SERVICES

5.01 SWITCHED 56 – “CENTREX DATA” (DATAPATH)

| ITEM CODE | USOC | DESCRIPTION | MRC | S/C |
|-----------|------|--|----------|-----------|
| DS2DP | | Data Set for 2-wire Datapath Service | \$ 30.00 | \$ 158.25 |
| DPATH-11 | | Datapath – per local 1 year min. – initial | \$ 82.25 | \$ 316.50 |
| DPATH-1A | | Datapath – per local 1 year min. – additional | \$ 82.25 | \$ 158.25 |
| DPATH-31 | | Datapath – per local 3 year min. – initial | \$ 77.15 | \$ 316.50 |
| DPATH-3A | | Datapath – per local 3 year min. – additional | \$ 77.15 | \$ 158.25 |

DIGITAL NETWORK SERVICES

6.0 PRIMARY RATE INTERFACE

- 6.01 Primary Rate Interface (PRI) service provides for the digital transmission of information at 64 Kbps between the Company's serving Wire Centre and compatible terminal equipment located at the customer's premise or other service point. C
- 6.02 PRI service is based on the PRI Standard as developed by the International Telegraph and Telephone Consultative Committee (CCITT). The service consists of a minimum of twenty-three (23) 64 Kbps B-channels and associated signaling and control for the channels via a 64 Kbps D-channel.
- 6.03 A PRI System Group is defined as one or more DS-1 accesses, under the control of multiple D-channels in a (23B+D) configuration, served by the same Central Office switch and operating together as one large system terminating at the same address with a minimum of one working telephone number and billed to a single billing telephone number. C
- 6.04 The Company determines the Exchanges where PRI service will be provided. The service is provided at the Company's discretion within an Exchange, subject to the availability of suitable facilities. Multi-point and multi-drop configurations are not available. C
- 6.05 PRI service is offered on a non-contracted, monthly basis as well as by contract with 1 year, 2 year, 3 year and 5 year terms available.
- 6.06 PRI service may be connected to customer-provided or Company-provided terminal equipment.
- 6.07 Termination charges apply as specified in Section 80, Article 21 of the Terms of Service.
- 6.08 The service consists of the following components at the rates and charges specified:
- (1) Access
- (a) This provides the customer with a jack-ended digital local loop from the customer's premises or other service point to the serving Wire Centre within an Exchange. The initial access is provided as a minimum 23B+D configuration. C
- (b) The Company will normally provide service to a point at a location mutually acceptable to both the customer and the Company. Provision of service at other points within the same building may require special facilities or the establishment of a separate group of access facilities.
- 6.09 PRI service uses telephone numbers that conform to the North American Numbering Plan (NANP). As required by Compliance and Enforcement and Telecom Regulatory Policy CRTC 2018-484 (CETRP 2018-484), *Implementation of universal network-level blocking of calls with blatantly illegitimate caller identification*, the customer must ensure that no calls are delivered over this service that do not conform with the requirements of CETRP 2018-484.

DIGITAL NETWORK SERVICES

6. PRIMARY RATE INTERFACE – cont'd

(c) Rates and Charges

| DS-1 Service Access | Monthly Rate | Service Charge | Contracted Monthly Rate 1 Year | Contracted Monthly Rate 2 Year | Contracted Monthly Rate 3 Year | Contracted Monthly Rate 5 Year | Contracted Service Charge |
|----------------------------|--------------|----------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|---------------------------|
| 1 st Four, each | \$510.00 | \$1400.00 | \$425.00 | \$410.00 | \$390.00 | \$365.00 | \$700.00 |
| Over 4, each | \$510.00 | \$1400.00 | \$245.00 | \$235.00 | \$220.00 | \$185.00 | \$700.00 |
| Maximum, each 28 | \$10200.00 | \$1400.00 | \$5620.00 | \$5400.00 | \$5080.00 | \$4420.00 | \$700.00 |

Note 1: Any moves or rearrangements of access terminations within a building will be charged on the basis of the expenses incurred by the Company.

(2) Gateway Port

(a) The Gateway Port provides the connecting port, call control and signaling between a DS-1 access or equivalent and the switch. One termination is required for each DS-1 access or equivalent. The port is available on a monthly basis as well as by contract with 1 year, 2 year, 3 year and 5 year terms available. In the latter case, the term must be of the same duration as the term for the associated access.

(b) Rates and Charges

| Gateway Port | Monthly Rate | Service Charge | Contracted Monthly Rate 1 Year | Contracted Monthly Rate 2 Year | Contracted Monthly Rate 3 Year | Contracted Monthly Rate 5 Year | Contracted Service Charge |
|------------------|--------------|----------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|---------------------------|
| Each DS-1 Access | \$336.00 | N/A | \$170.00 | \$160.00 | \$140.00 | \$120.00 | N/A |

6. PRIMARY RATE INTERFACE – cont'd

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6.10 D-Channels

Rates and Charges

| <u>Description</u> | <u>Monthly Rate</u> | <u>Service Charge</u> |
|--|---------------------|-----------------------|
| Initial Order | | |
| Initial D-channel Installation (Note 2) | N/A | \$830.00 (Note 3) |
| Additional D-channel Installation | N/A | \$320.00 (Note 4 & 5) |
| Subsequent Orders(s): | | |
| First Additional Active D-channel Installation | N/A | \$320.00 (Note 3 & 4) |
| Other Additional Active D-channel Installation | N/A | \$320.00 (Note 4 & 5) |

#

Note 2: Initial installation service charge includes two consecutive days (normal work hours) of testing, rearrangements and required translations assistance time following the completion date, if required. Thereafter, time and charges apply based on the expenses incurred by the Company.

Note 3: This service charge does not apply if the Gateway Port is provided under the terms of a 3 or 5 year term.

Note 4: See Translation Changes, 6.11 in Section 910 Page 11.

Note 5: This service charge does not apply if the Gateway Port is provided under any of the contracted terms.

6. PRIMARY RATE INTERFACE – cont'd

6.11 Public Switched Telephone Network (PSTN) Connectivity and Links to Other Services

- (a) These provide for the Central Office equipment required to connect access B-channels to local Exchange or interexchange services. The rates and charges for connectivities are applied as appropriate to the customer's individual network requirements. They are in addition to the rates and charges for the access and Gateway components and other existing tariff rates and charges, including other link charges, associated with the connecting services. C C
- (b) The maximum number of PSTN connectivities, for which a customer will be charged, regardless of how they are configured, will be limited to the total number of B-channels in the PRI System Group. Similarly, the chargeable number of links to each service will be subject to the same maximum.
- (c) Rates and Charges

| PSTN Connectivity | Monthly Rate | Service Charge | Contracted Monthly Rate 1 Year | Contracted Monthly Rate 2 Year | Contracted Monthly Rate 3 Year | Contracted Monthly Rate 5 Year | Contracted Service Charge |
|--------------------------|---------------------|-----------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|----------------------------------|
| Each Connectivity | \$29.00 | Note 4 | \$26.00 | \$25.00 | \$24.00 | \$22.50 | Note 4 |

DIGITAL NETWORK SERVICES

6. PRIMARY RATE INTERFACE – cont'd

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6.12 Translation Change

- (a) A service charge for translation changes applies for all translation work performed by the Company, other than that performed by the Company at the time of installation of the initial access and D-channel.
- (b) The translation service charge applies to the subsequent installation of additional accesses and/or D-channel activations, PSTN connectivities and any optional features.
- (c) The translation service charge applies once per system group in addition to any service charge shown for the particular service component or feature, for all changes specified on the same order, each time the PRI System Group configuration is modified to accommodate an addition, change or removal of a component or feature.
- (d) Rate and Charges

| <u>Description</u> | <u>Monthly Rate</u> | <u>Service Charge</u> |
|---------------------|---------------------|-----------------------|
| Translation Charges | N/A | \$250.00 |

6.13 Mass Calling Restrictions and Requirements

- (a) Links to services prone to triggering mass calling events are provided subject to availability of suitable facilities.
- (b) The customer and the Company determine the number of PSTN connectivities and/or links and if a dedicated peripheral unit is required. A peripheral unit is designed to handle 18 DS-1's, each terminating on a unique DS-1 port.
- (c) When a dedicated peripheral unit is required, an additional charge applies for each idle PRI Gateway Port on the Gateway peripheral.
- (d) Rates and Charges

| <u>Description</u> | <u>Monthly Rate</u> | <u>Service Charge</u> |
|---|---------------------|-----------------------|
| Idle Gateway Port on Gateway peripheral unit, each port | \$336.00 | N/A |

DIGITAL NETWORK SERVICES

6. PRIMARY RATE INTERFACE – cont'd

6.14 Access Diversity

- (a) Access diversity provides for the routing of PRI services via an alternative path to the customer's serving Wire Centre or to an alternative Wire Centre. In addition to the access diversity charge specified below, the rates for PRI service including service extension, where relevant, apply for each PRI service along each path. C
- (b) Access diversity is available only where sufficient and diverse facilities exist.
- (c) Access diversity is provided from a single building entrance duct. Separate entrances may be provided at the customer's request, based on the expenses incurred by the Company.
- (d) Rates and Charges

| <u>Description</u> | <u>Monthly Rate</u> | <u>Service Charge</u> |
|--|---------------------|-----------------------|
| Access Diversity Routing each customer location | \$100.00 | N/A |

6.15 Service Extension

- (a) The provision of PRI service from a Wire Centre other than the customer's usual serving Wire Centre is referred to as PRI service extension. This may be provided either on an intraexchange basis or on a foreign-exchange basis. C
- (b) Service extension is provided at the Company's discretion, within or between Exchanges, depending on the availability of sufficient suitable facilities. C
- (c) Customers may subscribe to PRI service from more than one Wire Centre. However, each PRI service is distinct from the others both from a rating perspective and a service perspective. For each PRI service, the customer's local calling area, telephone number, PRI access rates, PSTN connectivity rates and message toll rates are associated with the Wire Centre that provides the service. C
- (d) In addition to the rates and charges for PRI, customers must lease, at tariffed rates, intraexchange and/or interexchange digital facilities between their serving Wire Centre and alternative Wire Centre or Rate Centre from which the service is requested. The relevant rates consist of link charges, network connection charges, intraexchange and/or interexchange channel charges, as appropriate. As an exception to the usual rating of digital channels, the PRI access rate includes the link charges at the originating end of the digital channel. C

1. GENERAL

- 1.01 Asymmetric Digital Subscriber Line (ADSL) Access Service enables a provider of high-speed applications such as Local Area Network (LAN) extensions and high-speed Internet access (hereinafter referred to as “service provider”), to establish a high-speed data access path between its end-user’s premises and the Company’s Wire Centre. For the purpose of this item, “end-user” is defined as being the service provider’s customer. C
- 1.02 ADSL Access service uses available bandwidth above the voice-band on the same local loop as the end-user’s existing Company-provided residential or business, individual line, Primary Exchange service including message rate lines and Centrex voice locals terminating on other than EBS sets. The service is limited to lines terminating on single line station equipment. ADSL Access does not prevent the simultaneous use of the end-user’s telephone line for voice-band applications such as voice transmission, permissive data or facsimile. C
- 1.03 The service demarcation for a given Company servicing Wire Centre consists of a service provider-dedicated ADSL Interface. A service provider can connect to this interface via appropriate Company-provided facilities to achieve end-of-end connectivity for applications such as Internet access. C
- 1.04 ADSL Access service has been structured to enable service providers to acquire the appropriate essential service elements required to offer a competitive alternative if desired.

2. TERMS AND CONDITIONS

- 2.01 The Company determines those serving Wire Centres that will support ADSL Access service. C
- 2.02 ADSL Access is only available to service providers in association with an end-user’s Company-provided residential or business, individual line, Primary Exchange service including message rate lines and Centrex voice locals terminating on other than EBS sets. The service is limited to lines terminating on single line station equipment. Such services, however, are not included as part of ADSL Access service itself. It is the responsibility of the service provider to ensure that its end-user leases a residential or business, individual line, Primary Exchange service or Centrex voice local from the Company. C
- 2.03 The ADSL equipment itself is subject to operational constraints related to the characteristics of the underlying loop facility. Service providers may use ADSL Access service to establish high-speed connections to only those end-user premises located within the operational range of the ADSL transmission equipment associated with particular Company serving Wire Centres. Service providers may not use ADSL Access to establish high-speed connections to end-user premises located outside the range of the ADSL transmission equipment, or served by Dryden Municipal Telephone System Primary Exchange service or Centrex voice local facilities (loops), having excessive bridge taps, equipped with load coils or that are not capable of supporting metallic continuity. C

2. TERMS AND CONDITIONS – cont'd

- 2.04 If an end-user cancels his Primary Exchange service or Centrex voice local or if it is otherwise removed from service, billing for ADSL Access service will continue until the Company has been informed by the service provider that ADSL Access service is to be terminated. C
- 2.05 As an exception to the provisions of Section 80 – 21.2(g) of the Company's Terms of Service, a service termination charge equal to the total remaining balance of the monthly rates for the minimum contract period chosen by the service provider applies for early termination of this service.
- 2.06 Where the end-user's individual line, Primary Exchange service or Centrex voice local loop, currently meets the Company's technical requirements for ADSL service, in particular metallic continuity, the Company will provide its customer for ADSL service with a minimum of one year's advance notice of any facility change that would eliminate metallic continuity on that end-user's loop. C

3. RATES AND CHARGES

- 3.01 ADSL Access service enables service providers to establish a high-speed Data access path between its end-user's premises and the Company's serving Wire Centre. The arrangement also provides for simultaneous use of the Telephone line for voice-band applications. C
- 3.02 The service consists of three components, namely:
- (a) ADSL High-Speed Service Provider Interface: A DS-3 interface, subject to a minimum contract period of 1, 2 or 3 years' that concentrates a number of ADSL accesses for connection to the service provider's network. A minimum of one interface is required for each service provider in a given Company serving Wire Centre. This DS-3 interface is a pre-requisite for the ADSL Access component described below, and only available for use in conjunction with such Company-provided ADSL Access component. Alternatively, should a service provider require an alternative interface configuration, such requirements would be addressed by the Company via a Special Facilities Tariff. C
- (b) ADSL Loop Administration and Support: Verification that a particular end-user's Company provided, individual line, Primary Exchange service or Centrex voice local will support ADSL Access service, cross-connection of the loop to the connecting link associated with the ADSL equipment and on-going administration and support of ADSL on the Primary Exchange or Centrex loop. This charge applies for each individual line, Primary Exchange service or Centrex voice local facility (loop) connected to the ADSL transmission equipment. C
- (c) ADSL Access: Consists of the ADSL transmission equipment in the Serving Wire Centre and the connecting link between the main distribution frame and the ADSL transmission equipment. One Access is required for each loop connected. ADSL Access is only available in conjunction with an existing ADLS High-Speed Service Provider C

GENERAL TARIFF

ASYMMETRIC DIGITAL SUBSCRIBER LINE (ADSL) ACCESS SERVICE

3. RATES AND CHARGES – cont'd

3.02 (c) continued

Interface and an existing Company-provided, residential or business individual line, primary exchange service or Centrex voice local.

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

| <u>ADSL ASSOCIATED WITH RESIDENTIAL, BUSINESS and CENTREX LINES</u> | <u>MONTHLY RATE</u> | <u>SERVICE CHARGE</u> |
|---|-------------------------|---------------------------|
| ADSL High-Speed Service Provider Interface (Note) | | |
| Minimum Contract Period | | |
| 1 Year | \$ 1,838.00 | \$ 750.00 |
| 2 Year | \$ 1,613.00 | \$ 750.00 |
| 3 Year | \$ 1,450.00 | \$ 750.00 |
| ADSL Loop Administration & Support, each ADSL Access | \$ 3.75 | \$ 95.00 |
| ADSL Access, each | \$ 57.00 | \$ 56.25 |

Note: The ADSL High-speed Service Provider Interface can be used to terminate Residential, Business and Centrex lines.

1. GENERAL

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.

1.01 This arrangement provides a Digital Subscriber Line Service Provider (DSL SP) with an unloaded copper loop and associated connecting links to establish a high-speed data access path between the DSL SP's end-customer's premises and the DSL SP's equipment within the Company's Wire Centre area. C

1.02 A DSL SP may, except where expressly prohibited by the Company's tariffs and where the Company's facilities permit, interconnect their services and facilities to this arrangement. Accordingly, other arrangements and tariffs may apply.

2. DEFINITIONS

2.01 "*Company Loop Termination*" is the end point of the Company-provided transmission path that terminates at the Company's distribution frame or other designated distribution device located in the Company's Wire Centre. C

2.02 "*Connecting Link*" is a transmission path that connects a Company-provided unloaded copper loop, terminated within a Company Wire Centre to a DSL SP's equipment within the same Company Wire Centre area. C

2.03 "*Customer Network Interface*" is the point of termination or demarcation of a local loop specified in the Company's General Tariff for Primary Exchange service. C

2.04 "*End-customer*" is a customer of the DSL SP.

2.05 "*Unloaded Copper Loop*" is a Company provided unloaded copper transmission path between and including the Customer Network Interface located at the end-customer premises and the Company Loop terminations within the Company's Wire Centre and, the DSL SP's equipment within the same Company Wire Centre area. C

3. TERMS AND CONDITIONS

- 3.01 The Company will provide the elements of local network interconnection and component unbundling subject to the availability of suitable facilities.
- 3.02 A DSL SP may subscribe to unloaded copper loops within a single Wire Centre area. C
- 3.03 The DSL SP shall use this arrangement to operate as a Competitive Local Exchange Carrier (CLEC) in the Dryden Municipal Telephone System serving territory in accordance with Telecom Decision CRTC 96-6.
- 3.04 Each unloaded copper loop provided to a DSL SP must connect to a connecting link.
- 3.05 The Company does not make any representation that the arrangements in this Tariff section, or related Company Tariffs, shall at all times be available in the quantities requested and at the locations specified by the DSL SP. The Company shall, however, make every reasonable effort to make such services available on request.
- 3.06 If a DSL SP cancels an application for service after the Company has incurred costs associated with the provision of the service, the DSL SP shall pay the Company all incurred costs.
- 3.07 The type, location and timing of facilities to provide the elements of this Tariff section must be specified, at the time of the order, by the DSL SP. If the type, location or timing of facilities is changed by the DSL SP, any additional expense incurred will be charged to the DSL SP.
- 3.08 Responsibility for arrangements provided by the Company to a DSL SP may be assumed by another DSL SP. The assuming DSL SP or record shall be responsible for payment of all unpaid rates and charges incurred by the DSL SP from whom it assumes the services and facilities.
- 3.09 The Company does not warrant that its unloaded copper loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. DSL SPs ordering unloaded copper loops are responsible to obtain and provide facilities and equipment that are compatible with such unloaded copper loops.
- 3.10 Arrangements provided under the terms and conditions of this Tariff section will be maintained in accordance with the technical references.
- 3.11 The provision of unloaded copper loops does not constitute a joint undertaking with the DSL SP in the furnishing of any service.
- 3.12 In the furnishing of arrangements in this Tariff section, the Company is not responsible to the DSL SP or the DSL SP's end-customers for end-to-end service.
- 3.13 The DSL SP 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.
- 3.14 When it is necessary for the Company to install special equipment or to incur unusual expense in order to meet a DSL SP's requirements, an additional charge may be assessed based upon the equipment installed or the expense incurred.

4. NETWORK AND FACILITIES CHANGES

- 4.01 The Company does not make any representation that its equipment, facilities and services are, or will remain, adapted for use in connection with the DSL SP's equipment, facilities and services.
- 4.02 The Company reserves the right the 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 DSL SP or the customers of the DSL SP for their equipment, apparatus, lines, switches, circuits, devices, in whole or in part, that cease to be compatible with Company facilities or that become inoperative because of such changes to the Company's equipment, apparatus, lines, switches, circuits, devices, or other components.
- 4.03 The Company and the DSL SP will each provide network-to-network notification to the other party in accordance with accepted industry practices or as agreed to by the parties and prior to implementing changes to the design, function, operation, technology or layout of its equipment, apparatus, lines, switches, circuits or devices.
- 4.04 The DSL SP shall not implement any change to its operations, services or network that would, in the reasonable assessment of the Company, materially affect the Company's operations, services or network, without the prior consent of the Company, that shall not unreasonably be withheld.

5. PROTECTION

- 5.01 The DSL SP's equipment must be certified in accordance with the requirements detailed in Dryden Municipal Telephone System's General Tariff, Section 850 – Use of Provided Terminal Equipment on Company Provided Facilities.
- 5.02 The characteristics and methods of operation of any circuits, facilities or equipment of the DSL SP, when connected to the Company, shall not:
 - (a) interfere with or impair service over any facilities of the Company or its connecting carriers involved in its services;
 - (b) cause damage to its plant;
 - (c) impair the privacy of any communication carried over its facilities; or
 - (d) create hazards to the Company's employee or to the public.
- 5.03 If such characteristics or methods of operation are not in accordance with the preceding, the Company will, where practicable, notify the DSL SP 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 DSL SP of any circuit, facility or equipment if such action is reasonable under the circumstances. In cases of such discontinuance, the DSL SP will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance.
- 5.04 During any period of temporary discontinuance of service caused by a trouble or condition arising in the DSL SP's operations, facilities or network, no refund for interruption of service, as set forth in the Company's Terms of Service, shall be made.

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6. RATES AND CHARGES

6.01 Rates and charges for unloaded copper loops and connecting links are identified below:

| DESCRIPTION | MONTHLY RATE | SERVICE CHARGE PER ORDER (Note 1) | | PER LOOP |
|-----------------------------|--------------|--------------------------------------|----------|----------|
| | | Bus | Res | |
| Unloaded Cooper Loops, each | | | | |
| Initial ¼ mile | \$ 16.25 | \$ 75.00 | \$ 37.50 | \$ 28.25 |
| Each additional ¼ mile | \$ 2.65 | | | |

Note1: For residential multi-dwelling units, the business rate applies.

| DESCRIPTION | MONTHLY RATE | SERVICE CHARGE |
|--------------------------------|--------------|----------------|
| Connecting Link, per 100 links | \$ 1.00 | |
| Service Charge, per 100 links | | \$ 1,200.00 |

6.02 A Loop Selection charge also applies to a DSL SP to identify the availability of a loop, in a given location, to meet a specific loop category profile. This service charge includes a report that identifies whether a loop meeting a specific loop category profile is available in a give location and provides the loop make-up. In the event that a loop that meets the requested loop category profile is not available in a given location, the DSL SP may request the removal of bridge taps and/or loading coils from a loop at that location. In this case, a Loop Modification Charge applies based on the amount of work and the time required to remove bridge taps and/or loading coils.

| DESCRIPTION | SERVICE CHARGE |
|-----------------------------|----------------|
| Other Activities: | |
| Loop Selection, per Loop | \$ 80.50 |
| Loop Modification, per Loop | See Note 2 |

Note 2: This charge is determined based on the amount of work and the time required to modify the existing loop to remove the bridge taps and/or loading coils.

6.03 A Diagnostic Maintenance Charge or Maintenance of Service Charge as specified in Section 850 – 4 of the General Tariff applies for each test made in response to each DSL SP’s request for repair or testing of a trouble when no trouble is found in the unloaded copper loop.

1. GENERAL

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.

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

CO-LOCATION ARRANGEMENTS

2. DEFINITIONS

- 2.01 *Interconnecting Carrier (“IC”)* refers to an Interconnection Carrier who is duly registered with the CRTC and who has signed an Interconnection Agreement with the Company.
- 2.02 For purposes of this tariff Item, IC also refers to 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 that is not operating as a CLEC and has signed a Central Office License Agreement (“COLA”) with the Company.
- 2.03 *“Point of Termination/Demarcation”* refers to the point of connection where a Company-provided cable interconnects with the IC’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”* is available in two configurations:
- (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
- 2.07 *“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 or contractor, who have been approved by the Company, 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. C

CO-LOCATION ARRANGEMENTS

3. TERMS AND CONDITIONS

3.01 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 COLA 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.

3.02 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

3.03 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

3.04 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

3.05 Where permitted by the Company, the IC's personnel or contractor, who have been approved by the Company, is responsible for pulling the IC's fibre cable into the duct between the manhole and the cable vault and riser and for splicing 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 Company approved IC personnel, or 2) for reasons of health, safety or network protection during special operations.

3.06 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 the Central Office. C
C

CO-LOCATION ARRANGEMENTS

- 3.07 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's facilities. The Company reserves the right to require the IC to demonstrate that the capacity dedicated to interconnection with the Company's facilities is greater than that dedicated to IC to IC cross-connection.
- 3.08 The company provides the IC to IC Cross-Interconnection Link necessary to interconnect two IC's co-located in the same Central Office at rates and charges specified in Item 4.15. **C**
- 3.09 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 COLA.
- 3.10 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.
- 3.11 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 of its contractor.
- 3.12 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**
- 3.13 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.

CO-LOCATION ARRANGEMENTS

- 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
- 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 Item 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 Co-Location
- (a) In Type 1 Co-Location, the installation and maintenance of the 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.

CO-LOCATION ARRANGEMENTS

- (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 IC's 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 the 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 of 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

4.13 Type 2 Co-Location

- (a) Type 2 Co-Location provides for the following:
- (i) 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

CO-LOCATION ARRANGEMENTS

- (ii) 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.
- (b) The IC has overall responsibility for the performance of its facilities and equipment, including responsibility for remote surveillance, diagnostics and sectionalisation of trouble.
- (c) 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
- (d) 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.
- (e) The monthly rate applies for each 2.3m high by .6m wide IC provided equipment bay installed and reserved. Refer to Item 4.15 for rates and charges.

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
- (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 2.3m high by .6m wide IC provided equipment bay installed and reserved. Refer to Item 4.15 for rates and charges.
- (d) The Company is responsible for installing the IC's 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

CO-LOCATION ARRANGEMENTS

- (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 sectionalisation of trouble.
- (g) The IC must meet all terms and conditions of co-location as determined in this Item and the COLA between the Company and the IC.

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

| DESCRIPTION | MRC (\$) | SC (\$) |
|---|-----------|-----------------|
| Service Order Charge (per order per Central Office) | - | 185.00 |
| 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 | (a) 16.00 | - |
| (b) 120 Volt AC | (b) 10.00 | - |
| (c) 120 Volt AC (generator back up) | (c) 11.15 | - |
| Riser Space (per metre per cable) | 0.40 | - |
| Application Charge (per request per Central Office) | - | 1,270.00 |
| IC to IC Cross-Interconnection Link | 60.00 | N/A |
| Power Delivery (Notes 3,4,5) | - | (see Note 1) |
| Project Management Fee (per Central Office) (Notes 3,4,5) | - | (see Note 1) |
| Construction Fee (bldg, 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 Note 1, 2) |
| Cable Pulling/Splicing (Notes 3,4,5) | - | (see Note 1, 2) |
| Escort (Notes 3,4,5,6) | - | (see Note 1, 2) |

Note 1: The charges are based on costs incurred.

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

CO-LOCATION ARRANGEMENTS

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.

C
C

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 (CLECs).
- 1.02 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.
- 1.03 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.
- 1.04 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.
- 1.05 Interconnection with CLECs will be made on a per Local Interconnection Region (LIR) basis.
- 1.06 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.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

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-user 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 a cross connection between a gateway STP connection and CCS7 link transport facilities.
- 2.05 Central Office is a designated building used historically to house switching equipment for main telephone, trunk lines and broadband equipment and also used by eligible CLECs, IXC's and DSLSPs for co-location, local interconnection, toll interconnection and broadband traffic hand-off. C
|
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). C
- 2.07 Central Office Switch is the local switching equipment which connects to local end-user lines and which enables end-users to make and receive calls to and from other end-users 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
- 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
C
- 2.11 Competitive Local Exchange Carrier (CLEC) is a Commission-certified provider of local Exchange service other than the Company.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

2. DEFINITIONS – cont'd

- 2.12 Connecting Link is a transmission path which connects a Company-provided unbundled network component located or terminated within a Company Central Office building or equivalent, to a CLEC collocated transmission equipment located within a Company Central Office building or equivalent. C
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. 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
- 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, Alternate Providers of Long Distance Services (APLDS) or the Company.
- 2.20 Exchange is a basic unit for the administration and furnishing of telephone service, and normally includes a city, town or village and adjacent parts. The territory served by an Exchange, within which local service rates apply, is known as the Exchange area or local-service area. In some cases a local-service area includes two or more Exchanges (extended-area service). See also Local Calling Area. One or more Wire Centres are usually located in each Exchange, with only one being designated as the Rate Centre for that Exchange. 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 Exchanges. See also Exchange. C

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

2. DEFINITIONS – cont'd

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. C

(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.

(b) LIR description is as follows:

| LIR | Default POI |
|------------------|----------------------------|
| LIR 01 Dryden | 65 Princess Street, Dryden |

2.24 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.

2.25 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.

2.26 Reseller is a person engaged in resale, with or without adding value of a telecommunications service leased from an IXC or from the Company.

2.27 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.

2.28 Trunk Group is a group of equivalent trunks.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

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) 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.
- c) If a CLEC cancels an application for service after the Company has incurred costs associated with the provision of the service, the CLEC shall pay the Company all incurred costs.
- d) 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. If the type, location or timing of facilities is changed by the CLEC, any additional expense incurred will be charged to the CLEC.
- e) Responsibility for services provided by the Company to a CLEC may be assumed by another CLEC. The assuming CLEC of record shall be responsible for payment of all unpaid rates and charges incurred by the CLEC from whom it assumes the services and facilities.
- f) 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 ordering unbundled network components are responsible to obtain and provide facilities and equipment that are compatible with such unbundled network components.
- g) 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.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

3. TERMS AND CONDITIONS – cont'd

- h) Services provided under the terms and conditions of this Tariff item will be maintained in accordance with the technical references.
- i) The provision of local network interconnection and component unbundling outlined in this tariff item does not constitute a joint undertaking with the CLEC in the furnishing of any service.
- j) In the furnishing of services in this tariff item, the Company is not responsible to the CLEC or their end-users for end-to-end service.
- k) 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-user's premises, as appropriate.

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 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 the customers of the CLEC 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 and CLECs 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.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

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 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, 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
 - 4) create hazards to the Company's employees or to the public.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

3. TERMS AND CONDITIONS – cont'd

3.04 PROTECTION – cont'd

- b) If such characteristics or methods of operation are not in accordance with the preceding, the Company will, where practicable, notify the CLEC 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 of any circuit, facility or equipment if such action is reasonable under the circumstances. In cases of such discontinuance, the CLEC 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 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. C
 - 1) Local Transit Service is provided between two CLECs conditional on the traffic originating and terminating in the same EAS area.

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 IXC's with the option to deliver their toll traffic to each other via the use of an Access Tandem switch. As the Company 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, the Company may help the CLEC through its negotiation with the DTTSP. C
C
 - 3) CCS7 Transit may be obtained from third-party providers of this service. C

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

3. TERMS AND CONDITIONS – cont'd

3.06 CONNECTION TO IN-BUILDING WIRE

a) 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 Service 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. C
C
C
C
C

b) 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.

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

a) As DMTS 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, DMTS may help the CLEC through its negotiation with the default CGSP.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. **RATES AND CHARGES** – cont'd

4.02 UNBUNDLED NETWORK COMPONENTS

a) Diagnostic Maintenance Charge

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

b) 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. **C**

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. **C**

iii) A link arrangement as specified in Tariff Section 940, 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.

c) Relay Service

i) Relay Service, offered by Bell Canada, provides a deaf, hard of hearing or speech impaired customer, with the ability to communicate with other customers through the use of a Teletypewriter (TTY). A separate rate per Network Access Service (NAS) or per Working Telephone Number (WTN) will be assessed to the CLEC for access to Relay Service.

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 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.

iii) All references to Relay Service include both TTY based Relay Service and IPRS.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. **RATES AND CHARGES** – cont'd

4.02 UNBUNDLED NETWORK COMPONENTS – cont'd

c) Relay Service – cont'd

iv) Basic 9-1-1 Service is provided for 9-1-1 calls placed through Relay Service. Customers placing a 9-1-1 call through Relay Service will be routed to an emergency operator (an "Operator") and will have to provide their specific address/location. Once this information has been successfully provided to the Operator, the Operator will route the customer's call to the appropriate Public Safety Answering Point (PSAP) corresponding to the provided address/location.

v) Access to Relay Service is available to CLECs using their own switches.

d) 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 DMTS. 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.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. **RATES AND CHARGES** – cont'd

4.03 LOCAL NETWORK INTERCONNECTION AND THE UNBUNDLED NETWORK
COMPONENT RATES AND CHARGES

| | Monthly Rate | Service Charge |
|---|-----------------------|-----------------------|
| Connecting Links: | | |
| Connecting Link A, | | |
| - per 100 links | Section 925 item 6.01 | Section 925 Item 6.01 |
| Connecting Link C, | | |
| Link arrangement | | |
| - 7 DS-1 | N/A | \$730.41 |
| - 14 DS-1 | N/A | \$730.41 |
| - 28 DS-1 | N/A | \$730.41 |
| Riser Space, per metre, per cable (Connecting Links A) | Section 930 item 4.15 | N/A |
| | | |
| Relay Service: | | |
| Set-up Charge, per CLEC | N/A | \$156.90 |
| per NAS or WTN | Section 100 item 6.02 | N/A |
| 9-1-1 Service: | | |
| Access by CLEC end-customers per NAS or per WTN | Section 100 item 7 | N/A |
| Trunks between CLEC Switch and 9-1-1 Tandem Switch | Section 910 Item 4.03 | N/A |

Note: In the event that a CLEC 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.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. **RATES AND CHARGES** – cont'd

4.04 COMPENSATION FOR TRAFFIC TERMINATIONS

a) Termination of CLEC Intraexchange or Intra LIR Traffic C

Traffic imbalance may occur for traffic that is interchanged between the Company 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. C

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

If the Company 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. C

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, the Company shall notify the CLEC of the recurrence of the imbalance. The Company will then issue an invoice for the imbalance consistent with the manner in which ongoing imbalance situations are billed. C

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

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. **RATES AND CHARGES** – cont'd

4.04 COMPENSATION FOR TRAFFIC TERMINATIONS – cont'd

a) Termination of CLEC Intraexchange or Intra LIR Traffic – cont'd

Table 1

| LIR Based Interconnection For traffic imbalance of | Monthly Rate | | | | | | | | |
|---|--------------|---------|---------|---------|---------|---------|---------|----------|----------|
| | >10% | >20% | >30% | >40% | >50% | >60% | >70% | >80% | >90% |
| up to 24 trunks, each trunk..... | \$ 1.80 | \$ 2.98 | \$ 4.21 | \$ 5.40 | \$ 6.61 | \$ 7.82 | \$ 9.01 | \$ 10.23 | \$ 11.41 |
| up to 48 trunks, each trunk..... | 2.82 | 4.72 | 6.60 | 8.46 | 10.35 | 12.25 | 14.14 | 16.04 | 17.91 |
| up to 72 trunks, each trunk..... | 3.13 | 5.23 | 7.32 | 9.40 | 11.50 | 13.58 | 15.70 | 17.77 | 19.88 |
| up to 96 trunks, each trunk..... | 3.31 | 5.49 | 7.69 | 9.89 | 12.10 | 14.32 | 16.50 | 18.70 | 20.89 |
| more than 96 trunks, each trunk ... | 3.39 | 5.65 | 7.90 | 10.17 | 12.41 | 14.67 | 16.92 | 19.18 | 21.44 |

The table below indicates the percentages of the monthly compensation payments to a CLEC when the total volume of traffic Exchanged between the Company and a CLEC over all their local shared-cost trunks is at least 10 million minutes per month and the volume of traffic in the direction of that CLEC network is more than 80 percent of the total traffic Exchanged between the Company and the CLEC (the Traffic Threshold).

The discounts set out in the table below will initially apply when the 10 million minute volume and Traffic Threshold conditions described in the preceding paragraph have been met in three consecutive months, and will continue to apply for each month until the traffic falls to, or below, the Traffic Threshold

Following the initial application of the discounts in the table below, those discounts will apply in any subsequent month when the total volume of traffic Exchanged between the Company and a CLEC over all their local shared-cost trunks is at least 10 million minutes per month, and the volume of traffic in the direction of that CLEC network is more than the Traffic Threshold.

The compensation payments are calculated by applying the percentages in the table below to the amounts payable using the rates identified in the tables above.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. **RATES AND CHARGES** – cont'd

4.04 COMPENSATION FOR TRAFFIC TERMINATIONS – cont'd

a) Termination of CLEC Intraexchange or Intra LIR Traffic – cont'd

C

Table 2

| Percentage of LEC traffic in one direction over total traffic exchanged between the Company and a CLEC | Percentage of the compensation payments to a LEC with highest % traffic in one direction |
|--|--|
| ≤ 80 | 100% |
| > 80 | 95% |
| > 82 | 90% |
| > 84 | 85% |
| > 86 | 80% |
| > 88 | 75% |
| > 90 | 65% |
| > 92 | 55% |
| > 94 | 45% |
| > 96 | 35% |
| > 98 | 25% |

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. **RATES AND CHARGES** – 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.

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. C
C

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. C

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

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 | N/A | \$187.68 |
| Trunk activation or change, each trunk | N/A | \$22.63 |
| | | |
| Transit Charge | | |
| up to 24 trunks, each trunk | \$28.01 | N/A |
| up to 48 trunks, each trunk | \$30.68 | N/A |
| up to 72 trunks, each trunk | \$31.46 | N/A |
| up to 96 trunks, each trunk | \$31.92 | N/A |
| more than 96 trunks, each trunk | \$32.02 | N/A |

LOCAL NUMBER PORTABILITY (LNP) AND
WIRELESS NUMBER PORTABILITY (WNP)

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.

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

- 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

- 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.

LOCAL NUMBER PORTABILITY (LNP) AND
WIRELESS NUMBER PORTABILITY (WNP)

2. DEFINITIONS – cont'd

- 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 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.
- 2.08 Ported Out - the donor switch marks the ported number as "ported out".
- 2.09 Ported In - the recipient switch marks the NPA-NXX as a "ported-in" NPA-NXX.
- 2.10 Signal Transfer Point (STP) is a packet switching point in the CCS7 network which routes CCS7 signaling messages towards the intended network element.
- 2.11 Service Switching Point (SSP) is any Central Office switch which supports CCS7 signaling. C
- 2.12 Service Control Point (SCP) is a network-resident database which contains the ported number information necessary to support number portability.

LOCAL NUMBER PORTABILITY (LNP) AND
WIRELESS NUMBER PORTABILITY (WNP)

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 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.
- 3.03 Provisioning lead times, as per Industry standards and agreements, are required to set-up the network database information.
- 3.04 There is a one-month bill minimum.
- 3.05 Other applicable tariffs as necessary are required to access the Company's gateway STP.
- 3.06 Applicable tariffs apply to LECs, wireless service providers (WSPs) and IXC's who have previously negotiated the necessary Interconnection Non-Disclosure and Interconnection Confidentiality Agreements.

LOCAL SERVICE REQUEST (LSR) REJECTION CHARGE

1. GENERAL

1.01 A Local Service Request (LSR) Rejection Charge applies for each rejected LSR which is made by a CLEC, wireless service provider or Internet service provider, as indicated below.

2. RATES AND CHARGES

2.01 LSR Rejection Charges will be assessed monthly.

2.02 The LSR Rejection Charge does not apply where the rejection is due to:

- errors in the Company's databases
- other errors attributable to the Company;
- the Company's winback activities; or
- deactivation of the telephone number subsequent to LSR submission.

2.03 An LSR Rejection Charge applies for each rejected LSR which is made by a CLEC, wireless service provider or Internet service provider and which is in excess of the following threshold percentages of the customer's total number of LSRs per month.

- (1) A monthly LSR rejection rate threshold of 12.8% until 20 February 2020, a threshold of 10.4% until 20 February 2021, and threshold of 8% thereafter applies to each service provider that submits more than 500 LSRs in a month unless at least 75% of the LSRs it submits in that month relate to business services.
- (2) A monthly LSR rejection rate threshold of 25.6% until 20 February 2020, a threshold of 20.8% until 20 February 2021 and 16% threshold thereafter applies to each service provider that submits 500 or fewer LSRs in a month and to each service provider where at least 75% of the LSRs it submits in that month relate to business services.

| | Rate |
|------------------------|-------------|
| Rejection Charge, each | \$70.00 |

PORT OUT CANCELLATION CHARGE

1. GENERAL

- 1.01 This charge applies to the cancellation of a pending request to port a telephone number from DMTS to a LEC or WSP in excess of 10% of the total number of valid telephone number porting requests issued by the LEC or WSP in a calendar month, where valid porting requests are those that have been accepted and provisioned. Port-out cancellations that arise due to a subsequent decision from the customer, as indicated by a valid more recent authorization received by DMTS, or that are attributable to other factors under the control of DMTS, such as delays due to missed due dates, will not be included in the port-out cancellation total that is attributed to the LEC or WSP.
- 1.02 If a LEC or WSP submits a Local Service Request on behalf of a customer, and another LEC or WSP submits another Local Service Request with More Recent Authorization on behalf of the same customer, the cancellation of the first Local Service Request will not be included in the port-out cancellation total that is attributed to the LEC or WSP.
- 1.03 A port order cancellation will not be included in the port-out cancellation total that is attributed to the LEC or WSP, if:
- a) a customer informs DMTS that the customer wishes to remain with DMTS, rather than proceed with an approved number port to a competitor; and
 - b) the approved number port to a competitor has not already been cancelled by DMTS after a 7-day period following the due date of the request.

2. RATES AND CHARGES

| | Rate |
|-----------------------------|---------|
| Port out cancellation, each | \$50.34 |

DMTS

CRTC 25370
Pages 1 to 3 Incl.
Original
Section 1000

GENERAL TARIFF

CENTRAL OFFICE LOCATED CUSTOMER PROVIDED EQUIPMENT (CPE)

| | | | | | |
|---|---------|----------|------|---|---|
| 1 | CANCELS | Original | PAGE | 1 | Z |
| 1 | CANCELS | Original | PAGE | 2 | |
| 1 | CANCELS | Original | PAGE | 3 | Z |