

**FIDO SOLUTIONS INC.**  
**(hereinafter “the CLEC”)**

C

**ACCESS SERVICES TARIFF**

C

*(Note: On January 19, 2005, “Microcell Solutions Inc.” – formerly  
Microcell Connexions Inc. - changed its corporate name to Fido Solutions Inc.  
All remaining Tariff Pages should now read “Fido Solutions Inc.”)*

This Tariff sets out the rates, terms and conditions applicable to the interconnection arrangements provisions to providers of telecommunications services and facilities.

---

### Explanation of Symbols

The following symbols are used in this Tariff and have meanings as shown:

A	Increase in rate or charge
C	Change in wording
D	Discontinued rate or regulation
F	Reformatting of existing material with no change to rate or charge
M	Matter moved from its previous location
N	New wording, rate or charge
R	Reduction in rate or charge
S	Reissued matter

### Abbreviations of Companies Names

The following companies names are used in this Tariff and have meanings as shown:

Aliant	Aliant Telecom Inc.
Bell	Bell Canada
Bell Aliant	Bell Aliant Regional Communications, Limited Partnership
IslandTel	Island Telecom Inc.
MTS	MTS Allstream Inc.
MTT	Maritime Tel & Tel Limited
NBTel	NBTel
NewTel	NewTel Communications
NorthernTel	NorthernTel, Limited Partnership
SaskTel	SaskTel
TBayTel	TBayTel
TCBC	TELUS Communications Company, operating in British Columbia
TCC	TELUS Communications Company
TCI	TELUS Communications Company, operating in Alberta
TCQ	TELUS Communications Company, operating in Quebec
Télébec	Télébec, société en commandite

**Check Page**

<u>Page</u>	<u>Revision Number</u>	<u>Page</u>	<u>Revision Number</u>
Title Page	8 <sup>th</sup> Revised	38	2 <sup>nd</sup> Revised
1 Symbols and Abbr	2 <sup>nd</sup> Revised	38a	Original
2	14 <sup>th</sup> Revised	39	10 <sup>th</sup> Revised
3	1 <sup>st</sup> Revised	40	9 <sup>th</sup> Revised
4	3 <sup>rd</sup> Revised	41	9 <sup>th</sup> Revised
5	1 <sup>st</sup> Revised	42	9 <sup>th</sup> Revised
6	1 <sup>st</sup> Revised	43	1 <sup>st</sup> Revised
7	1 <sup>st</sup> Revised	44	9 <sup>th</sup> Revised
8	2 <sup>nd</sup> Revised	44a	2 <sup>nd</sup> Revised
9	1 <sup>st</sup> Revised	45	1 <sup>st</sup> Revised
10	1 <sup>st</sup> Revised	46	1 <sup>st</sup> Revised
11	1 <sup>st</sup> Revised	47	1 <sup>st</sup> Revised
12	1 <sup>st</sup> Revised	48	1 <sup>st</sup> Revised
13	1 <sup>st</sup> Revised	49	9 <sup>th</sup> Revised
14	1 <sup>st</sup> Revised	50	9 <sup>th</sup> Revised
15	1 <sup>st</sup> Revised	51	9 <sup>th</sup> Revised
16	1 <sup>st</sup> Revised	52	1 <sup>st</sup> Revised
17	1 <sup>st</sup> Revised	53	9 <sup>th</sup> Revised
18	1 <sup>st</sup> Revised	54	9 <sup>th</sup> Revised
19	1 <sup>st</sup> Revised	54a	2 <sup>nd</sup> Revised
20	1 <sup>st</sup> Revised	55	2 <sup>nd</sup> Revised
21	2 <sup>nd</sup> Revised	56	9 <sup>th</sup> Revised
22	2 <sup>nd</sup> Revised	57	9 <sup>th</sup> Revised
23	3 <sup>rd</sup> Revised	58	9 <sup>th</sup> Revised
24	9 <sup>th</sup> Revised	59	1 <sup>st</sup> Revised
24a	4 <sup>th</sup> Revised	60	9 <sup>th</sup> Revised
24b	4 <sup>th</sup> Revised	61	Original Page
24c	Original	62	Original Page
25	6 <sup>th</sup> Revised	63 through 99	Reserved for future use
25a	4 <sup>th</sup> Revised	100 through 154	1 <sup>st</sup> Revised
26	1 <sup>st</sup> Revised	155 through 166	Originals
27	1 <sup>st</sup> Revised		
28	7 <sup>th</sup> Revised		
29	1 <sup>st</sup> Revised		
30	1 <sup>st</sup> Revised		
30a	Original		
31	2 <sup>nd</sup> Revised		
32	2 <sup>nd</sup> Revised		
33	2 <sup>nd</sup> Revised		
34	9 <sup>th</sup> Revised		
35	9 <sup>th</sup> Revised		
36	1 <sup>st</sup> Revised		
37	9 <sup>th</sup> Revised		

---

**TABLE OF CONTENTS**

	<b>Page</b>
<b>Title Page</b>	Title Page
<b>Explanation of Symbols</b>	1
<b>Check Page</b>	2
<b>Table of Contents</b>	3
<b>PART A</b>	
<b>Definitions and General Terms</b>	
<b>ITEM 100</b> <i>General</i>	5
<b>ITEM 101</b> <i>Definitions</i>	6
<b>ITEM 102</b> <i>General Rights and Obligations</i>	10
1.    General	10
2.    Effective Date of Changes	10
3.    Obligations to Provide Service	11
4.    CLEC's Facilities	12
5.    CLEC's Right to Enter Premises	12
6.    Deposits and Alternatives	12
7.    Restrictions on Use of Services	13
8.    Non-Disclosure of Confidential Information	14
9.    Refunds in Cases of Service Problems	14
10.   Limitation of CLEC's Liability	14
11.   Payment	15
12.   Liability for Unbilled and Underbilled Charges	16
13.   Liability for Charges That Should Not Have been Billed and Those That Were Overbilled	16
14.   Minimum Contract Period	17
15.   Telecommunications Provider – Initiated Cancellation or Termination of Service	17
16.   CLEC – Initiated Suspension or Termination of Service	17
17.   Assignment	19
18.   Right of Access	20
<b>ITEM 103</b> <i>Payment of Charges</i>	21
<b>PART B</b>	
<b>Interconnection with Local Exchange Carriers (LECs)</b>	
<b>ITEM 200</b> <i>General</i>	22
<b>ITEM 201</b> <i>Compensation for Traffic Termination</i>	23
1.    Termination of Intra-Exchange Traffic	23
2.    Termination of Traffic from Exchanges within ILEC Local Calling Area	25
<b>ITEM 202</b> <i>Basic Listing Interchange File</i>	26
<b>PART C</b>	
<b>Interconnection with Interexchange Service Providers (IXSPs)</b>	
<b>ITEM 300</b> <i>General</i>	29
<b>ITEM 301</b> <i>Terms and Conditions Applicable to Interconnection with IXSPs</i>	30
<b>ITEM 302</b> <i>Trunk-side Access</i>	34
1.    Feature Group D Interconnecting Circuits	34
2.    Switching and Aggregation	35
3.    CCS7 Signalling	36
4.    Primary Interexchange Carrier (PIC) Processing	37
5.    Carrier Network Profile Change	40

## TABLE OF CONTENTS - continued

	Page		
<b>ITEM 303</b>	<i>Network Announcements for Customers of Disconnected IXSPs with Trunk-side Access</i>	41	
<b>ITEM 304</b>	<i>Bulk Transfer of End-Customer Base Between IXSPs</i>	42	
<b>ITEM 305</b>	<i>Billing and Collection Service</i>	43	
<b>PART D</b>	<b>Interconnection with Wireless Service Providers (WSPs)</b>		
<b>ITEM 400</b>	<i>General</i>	45	
<b>ITEM 401</b>	<i>Terms and Conditions Applicable to Interconnection with WSPs</i>	46	
<b>ITEM 402</b>	<i>Trunk-side Access</i>	49	
<b>ITEM 403</b>	<i>Line-side Access</i>	53	
<b>PART E</b>	<b>Other Interconnection Services</b>		
<b>ITEM 500</b>	<i>General</i>	59	
<b>ITEM 501</b>	<i>Call Routing – Location Routing Number (LRN) Absent</i>	60	
<b>ITEM 520</b>	<i>Fido 9-1-1 Emergency Reporting Service (Fido ERS) – British Columbia</i>	100	C C
<b>ITEM 521</b>	<i>Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Alberta</i>	109	C C
<b>ITEM 522</b>	<i>Reserved for Future Use</i>	120	C
<b>ITEM 523</b>	<i>Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Manitoba</i>	131	C C
<b>ITEM 524</b>	<i>Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Ontario and Quebec / Service d'appels d'urgence 9-1-1 de Fido (SAU Fido) – Ontario et Québec</i>	142	C C C
<b>ITEM 525</b>	<i>Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan</i>	155	N N

**PART A Definitions and General Terms****ITEM 100. General**

This Tariff sets out the rates, terms and conditions that apply to the provision by the CLEC of services, facilities and interconnection arrangements to providers of telecommunications services and facilities (hereinafter referred to as “Telecommunications Providers”) who are eligible to subscribe pursuant to Telecom Decision CRTC 97-8 and any other applicable CRTC decisions or orders (“Decision 97-8”). Such services, facilities and interconnection arrangements are referred to in this Tariff as “interconnection services”. For greater certainty, this Tariff does not apply to services and facilities provided by the CLEC to the CLEC’s end-customers or to resellers of the CLEC’s local services.

The provision of interconnection services by the CLEC to Telecommunications Providers under this Tariff does not constitute a joint undertaking between the CLEC and any Telecommunications Provider subscribing for such services.

Unless otherwise specified in the Tariff, where rates are listed by ILEC operating territory, the CLEC shall apply the rate listed for the location where interconnection takes place with a Telecommunications Provider.

**PART A Definitions and General Terms****ITEM 101. Definitions**

In this Tariff:

**“Act”** is the Telecommunications Act (S.C. 1993, c.38 as amended).

**“affiliate”** means any person that controls or is controlled by the CLEC or that is controlled by the same person that controls the CLEC and includes a related person. A person is “related” to another if (i) it either holds, either directly or indirectly, at least a 20% interest in, or any options to acquire at least a 20% interest in, any of the capital, assets, property, profits, earnings, revenues or royalties of the other, or (ii) any third party holds, directly or indirectly, at least a 20% interest in, or any options to acquire at least a 20% interest in, any of the capital, assets, property, profits, earnings, revenues or royalties of each of the persons.

**“ANI”** means automatic number identification.

**“bill and keep trunks”** are facilities connecting the networks of two LECs within the same exchange, the costs of which are shared in accordance with Decision 97-8.

**“channel”** means a path provided over a transmission facility for the transmission of telecommunications.

**“circuit”** means an analogue voice-grade or digital 64 Kbps (DS-0) channel.

**“circuit group”** means a group of equivalent circuits.

**“CLEC-IXC Agreement”** means the form of agreement approved by the CRTC governing interconnection between a CLEC and an IXC entitled “Master Agreement for CLEC-IXC Interconnection”.

**“Commission or CRTC”** is the Canadian Radio-television and Telecommunications Commission.

**“Common Channel Signalling System 7 or CCS7 signalling”** is the out-of-band signalling system used by telecommunications carriers to support telecommunications services.

**“Competitive Local Exchange Carrier or CLEC”** is a Canadian carrier, as defined in section 2 of the Act, recognized as a CLEC by the CRTC pursuant to Decision 97-8.

**“competitive pay telephone service provider”** means a person that provides competitive pay telephone service for use by the general public.

**“control”** includes control in fact, whether through one or more persons.

**“customer”** means a person or legal entity, including an end-customer, a reseller or a sharing group, that purchases telecommunications services from a Telecommunications Provider and is liable to the Telecommunications Provider for those services.

**PART A Definitions and General Terms****ITEM 101. Definitions – continued**

“**data service**” means a telecommunications service other than a voice service.

“**dedicated service**” means a telecommunications service that is dedicated to the private communications needs of an end-customer, where one end of the facility used to provide the service is terminated at equipment dedicated to that end-customer.

“**digital transmission**” is a telecommunications transmission that uses non-continuous signals to transmit information.

“**direct access line or DAL**” means a network arrangement used to transmit traffic over a dedicated facility between an IXSP’s interexchange network and an end-customer’s premises.

“**DS-0**” is a channel capable of digital transmission at 64Kbps.

“**DS-1**” is a channel capable of digital transmission at 1.544 Mbps.

“**EAS transport**” means the delivery by a LEC of traffic originating in one exchange and terminating in another exchange with which the first exchange has EAS or a similar arrangement pursuant to ILEC tariffs.

“**end-customer**” is the ultimate purchaser of telecommunications services provided on a retail basis by a Telecommunications Provider.

“**exchange**” refers to the incumbent LEC’s basic unit for the administration and provision of its telecommunications service, which normally encompasses a city, town, village or portions thereof and adjacent areas.

“**extended area service or EAS**” means a service offered by ILECs enabling a customer within an exchange to make calls to another exchange without the application of long distance charges.

“**facility**” means a telecommunications facility, as defined in section 2 of the Act, and includes equipment.

“**ILEC operating territory**” means the geographic area within which a Telecommunications Provider provides service as an ILEC.

“**in-band signalling**” means signalling which is carried along the same channel that is carrying the information content of the transmission.

“**incumbent LEC or ILEC**” means a LEC that provided local exchange service on a monopoly basis prior to May 1, 1997.

“**interconnecting circuit**” means a circuit or path that connects a Telecommunications Provider’s facility to the CLEC’s facilities to provide access to the CLEC’s local switched telephone network.

“**interexchange carrier or IXC**” is a Canadian carrier, as defined in section 2 of the Act, that provides interexchange service.



**PART A Definitions and General Terms****ITEM 101. Definitions – continued**

“**interexchange reseller or IX reseller**” is a reseller that provides interexchange service.

“**interexchange service or IX service**” means a service or facility configured to operate between any two exchanges for which ILECs would apply long distance charges, including an international service or facility.

“**IX service provider or IXSP**” is an IXC or IX reseller.

“**local interconnection region or LIR**” is a geographic area specified by an ILEC within which traffic is exchanged with CLECs on a Bill and Keep basis as specified in Telecom Decision CRTC 2004-46.

N  
N  
N

“**joint-use basis**” means on a basis where a circuit is not dedicated to the use of a single end-customer.

“**LEC**” is a local exchange carrier.

“**local calling area**” means an area defined by a LEC wherein calls can be made by the LEC’s end-customers without the application of long distance charges.

“**local number portability or LNP**” enables an end-customer to retain the same telephone number when changing from one LEC to another LEC as service provider within the same exchange.

“**local routing number or LRN**” is a ten-digit routing number which identifies the terminating switch for a ported number.

“**MALI**” means the form of agreement approved by the CRTC governing interconnection between two LECs entitled “Master Agreement for Interconnection Between Local Exchange Carriers (LECs)”.

“**multi-frequency signalling or MF signalling**” is an in-band signalling system used by telecommunications carriers to route telecommunications traffic.

“**NXX**” is the second set of three digits of a ten-digit telephone number (i.e., NPA-NXX-XXXX) which identifies a specific exchange within a numbering plan area (NPA).

“**out-of-band signalling**” means signalling that is separated from the channel carrying the information content.

“**person**” includes any individual, partnership, body corporate, unincorporated organization, government, government agency, trustee, executor, administrator or other legal representative.

“**point of interconnection or POI**” is a switch or other point of interconnection designated by the CLEC as its gateway for purposes of interconnecting to Telecommunications Providers in an exchange.

“**ported numbers**” are those telephone numbers formerly associated with a particular LEC and now associated with a different LEC.

**PART A Definitions and General Terms****ITEM 101. Definitions - continued**

“**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 or Telecommunications Provider.

“**PSTN**” means the public switched telephone network.

“**resale**” means the subsequent sale or lease on a commercial basis, with or without adding value, of a telecommunications service purchased from the CLEC or a Telecommunications Provider.

“**reseller**” means a person engaged in resale of local exchange service (“local reseller”) or interexchange service (“interexchange reseller”).

“**sharing**” means the use by two or more persons, in an arrangement not involving resale, of a telecommunications service provided by a Telecommunications Provider.

“**sharing group**” means a group of persons engaged in sharing.

“**signalling transfer point or STP**” means a packet switching point in the CCS7 network which routes CCS7 signalling messages to the intended network element.

“**Telecommunications Provider**” means a provider of telecommunications services that is eligible in accordance with Decision 97-8 to subscribe to interconnection services offered by the CLEC and includes a LEC, an IXSP and a WSP operating in the same exchange as the CLEC.

“**transiting**” occurs when a LEC receives traffic from one Telecommunications Provider and switches it to another.

“**trunk**” is a DS-0 time slot or channel within which a digital connection is made between the trunk-side of the CLEC’s local switch and another switch.

“**wireless service provider or WSP**” means a provider of public switched mobile voice services where such provider is not a CLEC.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations**

This Item sets out the basic rights and obligations (hereinafter referred to as the "Terms") of both the CLEC and Telecommunications Providers in connection with the interconnection services provided under this Tariff.

**1. General**

1. The offer of interconnection services by the CLEC to Telecommunications Providers under this Tariff is subject to the following:
  1. the general rights and obligations contained in these Terms;
  2. the rates, terms and conditions contained elsewhere in this Tariff, to the extent that they are not inconsistent with these Terms, unless any such rates, terms or conditions expressly override these Terms and have been approved by the CRTC;
  3. the rights, obligations, rates, terms and conditions contained in written agreements for the provision of interconnection services under this tariff, to the extent that they are not inconsistent with these Terms or this Tariff, unless any such rights, obligations, rates, terms or conditions expressly override these Terms or this Tariff and have been approved by the CRTC.

All of the above bind the CLEC and Telecommunications Providers.

**2. Effective Date of Changes**

1. Subject to Item 102.2.2, changes to these Terms or this Tariff, as approved by the CRTC, take effect on their effective date even though Telecommunications Providers have not been notified of them or have paid or been billed at the previously-approved rate.
2. Where interconnection services that were to be provided by a certain agreed-upon date were not provided, through no fault of the Telecommunications Provider and, in the meantime, a rate increase has gone into effect, the previously-approved non-recurring charges shall apply.

**3. Obligation to Provide Service**

1. Except as otherwise expressly specified elsewhere in this Tariff, and subject to Item 102.3.2 to 102.3.4 below, all of the interconnection services available to Telecommunications Providers under this Tariff are provided by CLEC pursuant to an obligation to serve.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations – continued****3. Obligation to Provide Service – continued**

2. Notwithstanding the CLEC's obligation to offer the services under this Tariff, the CLEC is not required to provide interconnection service to a Telecommunications Provider where:
  1. the Telecommunications Provider owes amounts to the CLEC that are past due, other than as a guarantor;
  2. the Telecommunications Provider does not provide to the CLEC a reasonable deposit or alternative required pursuant to these Terms; or
  3. the Telecommunications Provider refuses to pay the additional charge referred to in Item 102.3.3.
3. Where it is necessary for the CLEC to install special equipment or to incur unusual expense in order to meet a Telecommunications Provider's requirements, an additional charge may be assessed based upon the equipment to be installed or the expense to be incurred.
4. Where the CLEC does not provide service on an application by a Telecommunications Provider, it must provide written explanation upon request.

**4. The CLEC's Facilities**

1. Upon termination of service, the Telecommunications Provider must return any equipment provided by the CLEC.
2. The CLEC must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that the CLEC may charge for the additional expense incurred when the Telecommunications Provider requires maintenance and repair work to be performed outside of regular working hours. This does not apply where otherwise stipulated in these Terms, the Tariffs, or by special agreement.
3. A Telecommunications Provider which has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to the CLEC's facilities, may be charged the cost of restoration or replacement. In all cases, Telecommunications Providers are liable for damage caused to the CLEC's facilities by any facilities provided by the Telecommunications Provider or its customer.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations - continued****4. The CLEC's Facilities - continued**

4. Where the Telecommunications Provider reports trouble in relation to the interconnection services to the CLEC, the CLEC must initiate trouble repair procedures at such time.

**5. The CLEC's Right to Enter Premises**

Unless otherwise expressly permitted in this Tariff, a written agreement, or under any guidelines applicable to the CLEC and the Telecommunications Provider and approved by the CRTC, the CLEC, its employees or agent, shall have no right to enter the premises of the Telecommunications Provider, including any premises on which service is currently or is to be provided to the Telecommunications Provider, unless the CLEC has first obtained express permission to do so from the Telecommunications Provider. Prior express permission shall not be required in cases of emergency or where entry is pursuant to a court order. In every case, valid [Company/CLEC] identification must be shown to the Telecommunications Provider, at the Telecommunications Provider's request, prior to entering the premises.

**6. Deposits and Alternatives**

1. The CLEC may require deposits from a Telecommunications Provider:
  1. which has no credit history with the CLEC and will not provide satisfactory credit information;
  2. which has an unsatisfactory credit rating with the CLEC due to previous payment practices with the CLEC; or
  3. where the provision of the interconnection services to the Telecommunications Provider clearly presents an abnormal risk of loss.
2. The CLEC must inform the Telecommunications Provider 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 CLEC.
3. A Telecommunications Provider may provide an alternative to a deposit, provided it is reasonable in the circumstances.
4. Deposits earn interest at the savings account rate of the Bank of Montreal, calculated on the balance of the deposit plus interest accrued prior to the current billing period. The interest will be credited to the account annually

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations – continued****6. Deposits and Alternatives - continued**

or upon refund of the deposit, and will be reflected on the CLEC's next billing statement.

5. The CLEC will show the total principal amount of deposits held on each Telecommunications Provider's billing statement.
6. The CLEC must review the continued appropriateness of deposits and alternative arrangements at 6-month intervals. When service is terminated or the conditions which originally justified such arrangements are no longer present, the CLEC must promptly refund or credit the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the Telecommunications Provider.
7. At no time may the amount of all deposits and alternatives provided exceed 3 months of charges for all interconnection services provided by the CLEC to the Telecommunications Provider under this Tariff.

**7. Restrictions on Use of Services**

1. A Telecommunications Provider may not use the interconnection services provided by the CLEC or allow the interconnection services to be used for a purpose or in a manner contrary to any applicable law or regulation.
2. Neither the CLEC nor the Telecommunications Provider may re-arrange, disconnect, repair, remove or otherwise interfere with the facilities of the other party, except in the following three circumstances:
  1. cases of emergency;
  2. where otherwise expressly permitted in CLEC's Tariffs; or
  3. where otherwise expressly permitted by the provisions of an applicable interconnection agreement.

In all cases the CLEC or the Telecommunications Provider, as the case may be, must then be notified of the changes as soon as possible.

3. No payment may be exacted directly or indirectly from a Telecommunications Provider by any party other than the CLEC for use of any of the CLEC's interconnection services except where otherwise stipulated in the CLEC's Tariffs, or by the provisions of an applicable interconnection agreement.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations – continued****8. Non-Disclosure of Confidential Information**

As a condition of the CLEC providing interconnection services to the Telecommunications Provider pursuant to this Tariff, the Telecommunications Provider agrees to protect the CLEC's confidential information as if it were a party to Schedule A of the MALI. The CLEC shall provide to the Telecommunications Provider a copy of Schedule A. For its part, the CLEC shall protect the Telecommunications Provider's confidential information to the same standard.

**9. Refunds in Cases of Service Problems**

Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in the CLEC's facilities, the CLEC's liability is limited to a refund of charges, on request, proportionate to the length of time that the problem existed. No request is necessary where a problem in service lasts 24 hours or more from the time the CLEC is advised of the problem. However, where the problem is occasioned by the CLEC's negligence, the CLEC is also liable for the amount calculated in accordance with Item 102.10.2.

**10. Limitation of the CLEC's Liability**

1. These Terms do not limit the CLEC's liability in cases of deliberate fault, gross negligence, anti-competitive conduct, breach of contract where the breach results from the gross negligence of the CLEC, or disclosure of confidential information contrary to Item 102.8.
2. Except with regard to physical injuries, death, or damage to a Telecommunications Provider's premises or other property, occasioned by its negligence, the CLEC's liability for negligence, and for breach of contract where the breach results from the negligence of the CLEC, is limited to three times the amounts refunded or cancelled in accordance with Item 102.9, as applicable.
3. The CLEC is not responsible for:
  1. libel, slander, defamation or the infringement of copyright or other unlawful activity arising from material or messages transmitted over the CLEC's facilities;
  2. the infringement of patents arising from the combining or using of the Telecommunications Provider's facilities with the CLEC's facilities;or

**PART A Definition and General Terms****ITEM 102. General Rights and Obligations – continued****10. Limitation of the CLEC's Liability - continued**

3. damages arising out of the act, default, neglect or omission of the Telecommunications Provider in the use or operation of facilities provided by the CLEC.
4. When facilities of third parties are used in establishing connections to or from facilities under the control of a Telecommunications Provider, the CLEC is not liable for any act, omission or negligence of the third party.
5. In the provision of interconnection services, the CLEC is not responsible to the Telecommunications Provider's customer for end-to-end service.

**11. Payment**

1. Subject to Items 102.11.2 and 102.11.3, charges cannot be considered past due until the next billing statement has been generated or the time period for payment indicated on the previous billing statement has passed.
2. In exceptional circumstances, prior to the normal billing date, the CLEC may request payment from a Telecommunications Provider, on an interim basis, for non-recurring charges that have accrued, by providing notice to the Telecommunications Provider with details regarding the services and charges in question. In such cases, subject to Item 102.11.3, the charges can be considered past due 3 days after they are incurred, or 3 days after the CLEC demands payment, whichever comes later.
3. No charge disputed by a Telecommunications Provider can be considered past due unless the CLEC has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment. The dispute procedure set out in Schedule E of the MALI shall be followed and the Telecommunications Provider must pay the undisputed portion of the billing statement. The CLEC shall provide to the Telecommunications Provider a copy of Schedule E.
4. The CLEC may request immediate payment in extreme situations, provided that a notice has been issued pursuant to Item 102.11.2, and the abnormal risk of loss has substantially increased since that notice was given, or the CLEC has reasonable grounds for believing that the Telecommunications Provider intends to defraud the CLEC.



**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations – continued****12. Liability for Unbilled and Underbilled Charges**

1. Telecommunications Providers are not responsible for paying a previously unbilled or underbilled charge for interconnection services provided under this Tariff except where:
  1. in the case of a recurring charge, it is correctly billed by the CLEC within a period of one year from the date it was incurred; or
  2. in the case of a non-recurring charge, it is correctly billed by the CLEC within a period of 150 days from the date it was incurred.
2. In the circumstances described in Item 102.12.1, the CLEC cannot charge a Telecommunications Provider interest on the amount of the correction. If the Telecommunications Provider is unable to promptly pay the full amount owing, the CLEC must attempt to negotiate a reasonable deferred payment agreement.
3. Items 102.12.1 and 102.12.2 above shall not apply in circumstances where there has been deception by the Telecommunications Provider with regard to a charge for interconnection services.

**13. Liability for Charges that Should Not Have Been Billed and Those That Were Overbilled**

1. In the case of a recurring charge that should not have been billed or that was overbilled, a Telecommunications Provider must be credited with the excess back to the date of the error, subject to applicable limitation periods provided by law. However, a Telecommunications Provider that does not dispute the charge within one year of the date of an itemized billing statement which shows that charge correctly, loses the right to have the excess credited for the period prior to that statement.
2. Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the Telecommunications Provider disputes them within 150 days of the date of the billing statement.
3. A Telecommunications Provider that is credited with any amount that should not have been billed or that was overbilled must also be credited with interest on that amount at the rate payable for interest on deposits that applied during the period in question.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations - continued****14. Minimum Contract Period**

The minimum contract period for the CLEC's interconnection services is one month commencing from the date the interconnection services are provided, except where a longer minimum contract period is stipulated in either the CLEC's Tariffs or an agreement between the CLEC and the Telecommunications Provider.

**15. Telecommunications Provider - Initiated Cancellation or Termination of Service**

1. A Telecommunications Provider which cancels or delays a request for service before installation work has started cannot be charged by the CLEC. Installation work is considered to have started when the Telecommunications Provider has advised the CLEC to proceed, and the CLEC has incurred any related expense. A Telecommunications Provider which 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 the installation charge or the estimated costs incurred in installation less estimated net salvage (referred to hereinafter as "cancellation charges"). The estimated installation costs include the cost of non-recoverable 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.
2. A Telecommunications Provider which gives the CLEC reasonable advance notice may terminate service after expiration of the minimum contract period, in which case it must pay charges due for interconnection services which have been furnished.
3. Notwithstanding Item 102.15.1, the CLEC may waive its rights, in their entirety or in part, to claim cancellation charges in the case where the Telecommunications Provider wishes to replace the interconnection services by one or more of the CLEC's interconnection services of equal or greater value to the cancelled interconnection service.

**16. The CLEC -Initiated Suspension or Termination of Service**

1. For greater certainty, the phrase "reasonable advance notice" as used in this Item 102.16 will generally be at least 30 days.
2. The CLEC may suspend or terminate a Telecommunications Provider's service only where the Telecommunications Provider:

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations - continued****16. The CLEC -Initiated Suspension or Termination of Service - continued**

1. fails to pay an amount owing by the Telecommunications Provider that is past due, provided that the CLEC has provided reasonable advance notice;
  2. fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to these Terms;
  3. fails to comply with the provisions of a deferred payment agreement;
  4. repeatedly fails to provide the CLEC with reasonable entry and access in conformity with Item 102.5.1;
  5. uses or permits others to use any of CLEC's interconnection services so as to prevent fair and proportionate use by others;
  6. contravenes Item 102.7; or
  7. fails to provide payment when requested by the CLEC pursuant to Item 102.11.4.
3. The CLEC may not suspend or terminate service in the following circumstances:
1. where the Telecommunications Provider is prepared to enter into and honour a reasonable deferred payment agreement; or
  2. 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 CLEC does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.
4. Prior to suspension or termination, the CLEC must provide the Telecommunications Provider with reasonable advance notice, stating:
1. the reason for the proposed suspension or termination and the amount owing, if any;
  2. the scheduled suspension or termination date; and
  3. subject to contrary provisions of this Tariff or as approved by the CRTC, that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay).
5. Where repeated efforts to contact the Telecommunications Provider have failed, the CLEC must, at a minimum, deliver the notice referred to in Item 102.16.4 to the billing address prior to delivering the notice referred to in Item 102.16.6.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations – continued****16. The CLEC -Initiated Suspension or Termination of Service - continued**

6. In addition to the notice required by Item 102.16.4, the CLEC must, at least 24 hours prior to suspension or termination, advise the Telecommunications Provider or another responsible person that suspension or termination is imminent, except where:
  1. repeated efforts to so advise have failed;
  2. immediate action must be taken to protect the CLEC from network harm resulting from facilities controlled or provided by the Telecommunications Provider; or
  3. the suspension or termination occurs by virtue of a failure to provide payment when requested by the CLEC pursuant to Item 102.11.4.
7. Except with the Telecommunications Provider's consent or in exceptional circumstances, suspension or termination may occur only on business days between 8 a.m. and 5 p.m., local time, unless the business day precedes a non-business day, in which case disconnection may not occur after 12 noon local time.
8. Suspension or termination does not affect the Telecommunications Provider's obligation to pay any amount owed to the CLEC.
9. In the case of interconnection services that have been suspended, unless suspension occurs during the minimum contract period, the CLEC must make a daily pro rata allowance based on the monthly charge for such interconnection services.
10. The CLEC 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. Service charges may apply.
11. Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, the CLEC must restore service the next day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

**17. Assignment**

The Telecommunications Provider cannot assign its rights or obligations pursuant to this Tariff without having obtained the prior written consent of the CLEC, which consent shall not unreasonably be withheld.

**PART A Definitions and General Terms**

**ITEM 102. General Rights and Obligations – continued**

**18. Right of Access**

When a Telecommunications Provider offers services to tenants within a multi-tenant building, it must provide the CLEC with direct access, under reasonable terms and conditions, to tenants who choose to receive services to which a right of direct access has been mandated by the CRTC from the CLEC rather than, or in addition to, services from the Telecommunications Provider.

**PART A Definitions and General Terms**

**ITEM 103. Payment of Charges**

- 1. The customer is responsible for payment to the CLEC of charges for all service and equipment furnished. Fixed charges are billed and payable monthly in advance and other charges are payable when billed except as otherwise stated in Item 102.11.2.
  - 2. Notwithstanding any other provisions in this Access Services Tariff, the CLEC may assess a late-payment charge, which provides for administration and carrying charges related to accounts that are owed to the CLEC and are in arrears. The late-payment charge applies when the CLEC has not received payment within 30 days of the billing date. C
  - 3. Late payment charges are forborne from regulation pursuant to Section III of Telecom Regulatory Policy CRTC 2009-424. Late payment charges will be calculated as set out on the customer invoice, or at [www.fido.ca](http://www.fido.ca) C  
C  
C
- C  
C  
C  
C  
C  
C  
C

**PART B Interconnection with Local Exchange Carriers (LECs)**

**ITEM 200. General**

This Part governs the provision of interconnection services associated with facilities and services of the CLEC and those of Telecommunications Providers that are LECs. A LEC that wishes to interconnect with the CLEC must also enter into an interconnection agreement with the CLEC in the form of the MALI.

Interconnection between the CLEC and a LEC will be made on a per LIR basis. The only exception will be for LECs that are interconnected with the CLEC on a per-exchange basis as of 29 May 2006, in which case moves, additions and changes will be permitted within these exchanges to the extent permitted by the MALI between the CLEC and the LEC.

N  
N  
N  
N  
N

When a LEC is planning to migrate from the exchange-based interconnection regime to the LIR-based interconnection regime, it must respect the terms and conditions and the modification process set out in its existing interconnection agreement with the CLEC.

N  
N  
N  
N

**PART B Interconnection with Local Exchange Carriers (LECs)****ITEM 201. Compensation for Traffic Termination**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|
| <b>1. Termination of Intra-Exchange or Intra LIR Traffic</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | N                |
| 1. Traffic imbalance may occur for traffic that is interchanged between the CLEC and a LEC over designated Bill and Keep trunks. Subject to Item 201.1.2 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. |  | N<br>N<br>N      |
| 2. For existing exchange-based interconnection, neither the CLEC nor any LEC is obligated to pay compensation for traffic termination to the other party where a traffic imbalance occurs within 6 months of the LEC's launch of commercial service within the relevant exchange.                                                                                                                                                                                                                            |  | N                |
| 3. For existing exchange-based interconnection, the CLEC will notify the LEC of any imbalance in the CLEC's favour that is detected for 3 consecutive months on specific trunk groups (the "initial imbalance").                                                                                                                                                                                                                                                                                             |  | N<br>N           |
| 4. If the CLEC detects a traffic imbalance in its favour, subsequent to the initial imbalance that applies for existing exchange-based interconnection, it shall notify the LEC as soon as possible. The rates specified below apply in respect of the month <b>following</b> such notification.                                                                                                                                                                                                             |  | N<br>N<br>N<br>N |
| 5. 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 rates specified below apply, beginning with the month in respect of which notice is first provided, for as long as the imbalance exists.                                                                                                                                                                                      |  |                  |



**PART B Interconnection with Local Exchange Carriers (LECs)****ITEM 201. Compensation for Traffic Termination - continued**

<b>Termination of LEC Intra-exchange Traffic</b>					
<b>Territory</b>	<b>Up to 24 trunks, each trunk (\$)</b>	<b>Up to 48 trunks, each trunk (\$)</b>	<b>Up to 72 trunks, each trunk (\$)</b>	<b>Up to 96 trunks, each trunk (\$)</b>	<b>More than 96 trunks, each trunk (\$)</b>
<b>Alberta</b>					
Greater than 20%	TCI CRTC 18008, Item 215.4(2)(b)(i)				
Greater than 40%					
Greater than 60%					
<b>British Columbia</b>					
Greater than 20%	TCBC CRTC 1017, Item 105(D)(4)(a)				
Greater than 40%					
Greater than 60%					
<b>Manitoba</b>					
Greater than 20%	MTS CRTC 24006, Item 105(4)(D)(1)				
Greater than 40%					
Greater than 60%					
<b>New Brunswick</b>					
Greater than 20%	Aliant CRTC 21491, Item 646(3)(h)(i)				
Greater than 40%					
Greater than 60%					
<b>Newfoundland: N/A</b>					
<b>Nova Scotia: N/A</b>					
<b>Ontario/Quebec<sup>1</sup></b>					
Greater than 20%	Bell CRTC 7516, Item 105(4)(d)(1) Bell Aliant CRTC 21562, Item 105(4)(d)(1)				
Greater than 40%					
Greater than 60%					
<b>Quebec<sup>2</sup>: N/A</b>					
<b>Quebec<sup>3</sup></b>					
Greater than 20%	TCQ CRTC 25082, Item 1.05.04(d)(1)				
Greater than 40%					
Greater than 60%					
<b>Prince Edward Island</b>					
Greater than 20%	Aliant CRTC 21491, Item 646(3)(h)(i)				
Greater than 40%					
Greater than 60%					
<b>Saskatchewan: N/A</b>					

C  
C  
CS  
S  
S

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
3. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART B Interconnection with Local Exchange Carriers (LECs)**

**ITEM 201. Compensation for Traffic Termination - continued**

Termination of LEC Intra LIR Traffic						
Territory	Up to 24 trunks, each trunk (\$)	Up to 48 trunks, each trunk (\$)	Up to 72 trunks, each trunk (\$)	Up to 96 trunks, each trunk (\$)	More than 96 trunks, each trunk (\$)	
<b>Alberta</b>						
Greater than 10%	TCI CRTC 18008, Item 215.4(2)(b)(i)					
Greater than 20%						
Greater than 30%						
Greater than 40%						
Greater than 50%						
Greater than 60%						
Greater than 70%						
Greater than 80%						
Greater than 90%						
<b>British Columbia</b>						
Greater than 10%	TCBC CRTC 1017, Item 105(D)(4)(a)					
Greater than 20%						
Greater than 30%						
Greater than 40%						
Greater than 50%						
Greater than 60%						
Greater than 70%						
Greater than 80%						
Greater than 90%						
<b>Manitoba</b>						
Greater than 10%	MTS CRTC 24006, Item 105(4)(D)(1)					
Greater than 20%						
Greater than 30%						
Greater than 40%						
Greater than 50%						
Greater than 60%						
Greater than 70%						
Greater than 80%						
Greater than 90%						
<b>New Brunswick</b>						
Greater than 10%	Aliant CRTC 21491, Item 646(3)(h)(ii)					C
Greater than 20%						C
Greater than 30%						C
Greater than 40%						C
Greater than 50%						C
Greater than 60%						C
Greater than 70%						C
Greater than 80%						C
Greater than 90%						C
<b>Newfoundland: N/A</b>						

## Interconnection with Local Exchange Carriers (LECs)

## ITEM 201. Compensation for Traffic Termination - continued

Termination of LEC Intra LIR Traffic					
Territory	Up to 24 trunks, each trunk (\$)	Up to 48 trunks, each trunk (\$)	Up to 72 trunks, each trunk (\$)	Up to 96 trunks, each trunk (\$)	More than 96 trunks, each trunk (\$)
<b>Nova Scotia:</b> N/A					
<b>Ontario<sup>1</sup>:</b> N/A					
<b>Ontario<sup>2</sup>:</b> N/A					
<b>Ontario/Quebec<sup>3</sup></b>					
Greater than 10%	Bell CRTC 7516, Item 105(4)(d)(1) Bell Aliant CRTC 21562, Item 105(4)(d)(1)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					
<b>Québec<sup>4</sup>:</b> N/A					
<b>Quebec<sup>5</sup></b>					
Greater than 10%	TCQ CRTC 25082, Item 1.05.04(d)(1)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					
<b>Prince Edward Island:</b> N/A					
<b>Saskatchewan</b>					
Greater than 10%	SaskTel CRTC 21414, Item 610.18(4)(3)(a)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the the operating territory of TELUS Communications Inc. operating as the ILEC in Québec.

**PART B Interconnection with Local Exchange Carriers (LECs)**

N

**ITEM 201. Compensation for Traffic Termination - continued**

|

**Percentage of the compensation payments<sup>1</sup>**

|

The table below indicates the percentages of the monthly compensation payments to a LEC when the total volume of traffic exchanged between the CLEC and a LEC over all local shared-cost trunks is at least 10 million minutes per month and the volume of traffic in the direction of that LEC network is more than 80 percent of the total traffic exchanged between the CLEC and that LEC (the Traffic Threshold) for three months or more. The percentages set out in the table below will continue to apply for each month until the traffic falls to, or below, the Traffic Threshold.

|

Following the initial application of the percentages in the table below, the percentages will apply in any subsequent month when the total volume of traffic exchanged between the CLEC and that LEC 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 LEC network is more than the Traffic Threshold.

|

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

N

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

<sup>1</sup> Applicable in the operating territories of Bell Aliant and Bell Canada operating as an ILEC

**PART B Interconnection with Local Exchange Carriers (LECs)****ITEM 201. Compensation for Traffic Termination – continued****2. Termination of Traffic from Exchanges within ILEC Local Calling Area**

1. For existing exchange-based interconnection, LEC traffic originated in an exchange may be delivered to the CLEC for termination to end-customers in another exchange that has EAS with the originating exchange (i.e., traffic from exchanges within an ILEC's local calling area). For LIR-based interconnection, LEC traffic originated at an exchange external to an LIR having EAS with an exchange or exchanges within that LIR may be delivered to CLEC for termination to end-customers that are located within the EAS area that is inside of the LIR.
2. Unless otherwise mutually agreed, such traffic shall be delivered to the CLEC over one-way trunks interconnected at the CLEC's POI in the terminating exchange (for existing-exchange based interconnection) or at the CLEC's POI in the LIR that includes the terminating exchange (for LIR-based interconnection). For LIR based interconnection, the LEC can deliver terminating tool traffic to CLEC on the trunks that deliver EAS traffic.
3. The monthly rates and service charges specified below apply where such traffic is delivered to the CLEC POI on one-way terminating trunks. In addition, the LEC is responsible for all costs associated with transporting the traffic to the terminating exchange (for existing exchange based interconnection) or to the POI of the terminating LIR (for LIR based interconnection) including the provisioning of trunks between the LEC and the CLEC POI in the terminating exchange or LIR.
4. As an alternative, the CLEC and the LEC may agree to deliver such traffic over bill and keep trunks in the terminating exchange (for existing exchange based interconnection) or in the terminating LIR (for LIR based interconnection). Where such traffic is delivered to the CLEC on bill and keep trunks, the rates specified in Item 201.1 apply to any resulting traffic imbalance.

**PART B Interconnection with Local Exchange Carriers (LECs)****ITEM 201. Compensation for Traffic Termination - continued**

Compensation for Traffic Termination							
Territory	Recurring Charge (each Trunk)					Service Charge	
	Up to 24 Trunks (\$)	Up to 48 Trunks (\$)	Up to 72 Trunks (\$)	Up to 96 Trunks (\$)	More than 96 Trunks (\$)	Order Processing (\$)	Interconnection trunk activation or change, each trunk (\$)
Alberta	TCI CRTC 18008, Item 215.4.2(b)(i) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					TCI CRTC 18008 Item 215.4(2)(b)(ii)	
British Columbia	TCBC CRTC 1017, Item 105(D)(4)(a) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					TCBC CRTC 1017 Item 105(D)(4)(b)	
Manitoba	MTS CRTC 24006, Item 105(4)(D)(1) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					MTS CRTC 24006 Item 105(4)(D)(2)	
New Brunswick	Aliant CRTC 21491, Item 646(3)(h)(i) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					Aliant CRTC 21491 Item 646(3)(h)(iii)	
Newfoundland	N/A					N/A	
Nova Scotia	N/A					N/A	
Ontario <sup>1</sup>	N/A					N/A	
Ontario <sup>2</sup>	N/A					N/A	
Ontario/Quebec <sup>3</sup>	Bell CRTC 7516, Item 105(4)(d)(1) Bell Aliant CRTC 21562, Item 105(4)(d)(1) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					Bell CRTC 7516 Item 105(4)(d)(2) Bell Aliant CRTC 21562 Item 105(4)(d)(2)	
Québec <sup>4</sup>	N/A					N/A	
Québec <sup>5</sup>	TCQ CRTC 25082, Item 1.05.04(d)(1) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					TCC CRTC 25082 Item 1.05.04(d)(2)	
Prince Edward Island	N/A					N/A	
Saskatchewan	15.98	25.12	27.83	29.29	30.04	SaskTel CRTC 21414 Item 610.18(4)(3)(b)	

C  
C

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

Issue Date: April 12, 2010

Effective Date: April 26, 2010

**PART B Interconnection with Local Exchange Carriers (LECs)****ITEM 201. Compensation for Traffic Termination - continued**

Compensation for Traffic Termination							
Territory	Recurring Charge (each Trunk)					Service Charge	
	Up to 24 Trunks (\$)	Up to 48 Trunks (\$)	Up to 72 Trunks (\$)	Up to 96 Trunks (\$)	More than 96 Trunks (\$)	Order Processing (\$)	Interconnection trunk activation or change, each trunk (\$)
Alberta	TCI CRTC 18008, Item 215.4.2(b)(i) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					TCI CRTC 18008 Item 215.4(2)(b)(ii)	
British Columbia	TCBC CRTC 1017, Item 105(D)(4)(a) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					TCBC CRTC 1017 Item 105(D)(4)(b)	
Manitoba	MTS CRTC 24006, Item 105(4)(D)(1) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					MTS CRTC 24006 Item 105(4)(D)(2)	
New Brunswick	Aliant CRTC 21491, Item 646(3)(h)(i) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					Aliant CRTC 21491 Item 646(3)(h)(iii)	
Newfoundland	N/A					N/A	
Nova Scotia	N/A					N/A	
Ontario <sup>1</sup>	N/A					N/A	
Ontario <sup>2</sup>	N/A					N/A	
Ontario/Quebec <sup>3</sup>	Bell CRTC 7516, Item 105(4)(d)(1) Bell Aliant CRTC 21562, Item 105(4)(d)(1) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					Bell CRTC 7516 Item 105(4)(d)(2) Bell Aliant CRTC 21562 Item 105(4)(d)(2)	
Québec <sup>4</sup>	N/A					N/A	
Québec <sup>5</sup>	TCQ CRTC 25082, Item 1.05.04(d)(1) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					TCC CRTC 25082 Item 1.05.04(d)(2)	
Prince Edward Island	N/A					N/A	
Saskatchewan	15.98	25.12	27.83	29.29	30.04	SaskTel CRTC 21414 Item 610.18(4)(3)(b)	

C  
C

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

Issue Date: April 12, 2010

Effective Date: April 26, 2010

**PART B Interconnection with Local Exchange Carriers (LECs)****ITEM 202. Basic Listing Interchange File**

1. Basic Listing Interchange File (“BLIF”) service is offered by the CLEC to LECs operating in Canada. BLIF service is also available to independent directory publishers for the sole purpose of providing directories and to alternate operator service providers for the sole purpose of providing directory assistance. BLIF service provides for a machine-readable file containing non-confidential subscriber listing information (“listings”) for the CLEC’s end-customers, listed and intended to be listed in the LEC’s directories and directory assistance databases. The CLEC provides a complete set of end-customer listings, as specified in the BLIF Service Description and Ordering Guidelines document (the “BLIF Document”), for the purpose of providing telephone directories and/or directory assistance information.
2. BLIF service is provided by the CLEC in accordance with the terms and conditions contained in the BLIF Agreement, including the limitation of the CLEC’s liability. A LEC, an independent directory publisher or an alternate operator service provider who obtains the CLEC’s end-customer listings under this tariff will herein be referred to as the licensee. The licensee accepts all the obligations of the licensee pursuant to the BLIF Agreement and must enter into the BLIF Agreement for 5 years. The BLIF Agreement is renewable automatically for subsequent 5-year periods.
3. Listings are provided in a format conforming to the specifications set out in the BLIF Document.
4. The BLIF includes all of the required information as specified in the BLIF Document.
5. The licensee may purchase residential listings, business/government listings, or both.
6. The BLIF for the CLEC’s serving area is available on an exchange basis. A listing of the exchanges served by the CLEC is available on request.



**PART B Interconnection with Local Exchange Carriers (LECs)****ITEM 202. Basic Listing Interchange File - continued**

7. The following is a non-exhaustive list of types of listing information not provided in the BLIF:

Non-Published Telephone Numbers;  
“Out of Book” Listings;  
800, 877, 888 and 900 listings;  
Reference Listings;  
9-1-1, 711, 611, 411, 0, 1;  
Listings for WSP end-customers;  
Additional/extra listings;  
Text accompanying listings (i.e. special instructions, Internet listings, etc.)

In this Item, “out of book” means 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.

8. The licensee shall comply with all specifications set out in the BLIF Document pertaining to the receiving LEC.
9. The licensee may terminate the BLIF Agreement at any time by giving written notice to the CLEC at least 90 days in advance of the effective date of any such termination. The CLEC shall have the right to terminate the BLIF Agreement upon 10 days prior written notice to the licensee, if the licensee has breached any of its material obligations in the BLIF Agreement or this Item, and the licensee has failed to cure such default within 30 days of receipt of written notice sent from the CLEC describing the nature of the default.
10. In the event of termination, any amounts due to the CLEC pursuant to the BLIF Agreement and this Item shall immediately become due and payable. In such event, the licensee shall immediately discontinue the use of the listings and comply with all other requirements set out in the BLIF Agreement.

**PART B Interconnection with Local Exchange Carriers (LECs)****ITEM 202. Basic Listing Interchange File – continued**

11. The following charges are payable to the CLEC for BLIF Masters and BLIF Updates as defined in the BLIF Agreement:

Each BLIF Master and/or Update, per listing	
Territory	(\$)
Alberta	TCC CRTC 21462, Item 212.3
British Columbia	TCC CRTC 21462, Item 212.3
Manitoba	MTS CRTC 24006, Item 310(4)
New Brunswick	Aliant CRTC 21491, Item 636(3)(iii)
Newfoundland	N/A
Nova Scotia	N/A
Ontario <sup>1</sup>	N/A
Ontario <sup>2</sup>	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7516, Item 310(4) Bell Aliant CRTC 21562, Item 310(4)
Quebec <sup>4</sup>	N/A
Quebec <sup>5</sup>	TCQ CRTC 25082, Item 2.01.04
Prince Edward Island	N/A
Saskatchewan	SaskTel CRTC 21414, Item 650.02(4)

C

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Québec.

**PART C Interconnection with Interexchange Service Providers (IXSPs)**

**ITEM 300. General**

This Part governs the provision of interconnection services associated with facilities and services of the CLEC and those of Telecommunications Providers that are IXSPs. An interexchange carrier (“IXC”) that wishes to interconnect with the CLEC must also enter into an interconnection agreement with the CLEC in the form of the CLEC-IXC Agreement.

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 301. Terms and Conditions Applicable to Interconnection with IXSPs**

1. The CLEC will provide at least one suitably equipped point of interconnection in each exchange in which it operates as a CLEC. An IXC may also enter into a transiting arrangement to interconnect with the CLEC via the ILEC where suitable ILEC facilities exist.
2. Equal Access
  1. Equal Access is available to IXSPs in the CLEC's serving areas.
  2. Equal Access is available from any local reseller that is an affiliate of the CLEC to IXSPs that subscribe to interconnection services from the CLEC.
3. The provision of interconnection services is further subject to the terms and conditions specified in the CLEC-IXC Agreement, including the Appendices and Schedules, and in the PIC/CARE Access Customer Handbook described in Item 302.4.3. As an exception to Item 102.8, the CLEC-IXC Agreement defines and determines the procedures for handling confidential information provided by the IXSP to the CLEC and specifies procedures with respect to the receipt and processing of orders from the IXSP, interchange carrier billing, network planning requirements and PIC information processing, all in relation to interconnection services.

Such procedures shall also bind IX resellers and govern the handling of confidential information provided by the IX reseller to the CLEC. The CLEC shall provide the IX reseller with a copy of the CLEC-IXC Agreement.

4. As a condition for network interconnection with the CLEC:
  1. All carriers that establish network interconnection and call routing arrangements related to 900 calls must abide by the Commission-mandated consumer safeguards for 900 Service as outlined in Telecom Decision CRTC 2006-48, Appendix A as may be amended by the Commission from time to time; and
  2. These carriers are to include and enforce in all contracts or other arrangements with their 900 service content provider customers, the requirement to abide by these same Commission-mandated consumer safeguards.

N  
N  
N  
N  
N  
N  
N

5. The CLEC does not make any representation that its interconnection services shall at all times be available in the quantities requested and at the locations specified by the IXSP. The CLEC shall, however, devote its best reasonable effort to make such interconnection services available on request, in accordance with the Network Planning section of the CLEC-IXC Agreement and taking account of the CLEC's own requirements. F
  
6. When the CLEC agrees to provide interconnection services under this Part at the IXSP's premises or at its customers' premises, the IXSP will furnish or arrange to furnish to the CLEC, at no charge, adequate equipment space and electrical power.. F

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 301. Terms and Conditions Applicable to Interconnection with IXSPs - continued**

7. The IXSP will also furnish or arrange to furnish to the CLEC, at no charge, any additional facilities or protective apparatus that may be required due to particular hazards at the interconnection locations. F
8. Where equipment or facilities are provided by the IXSP, or its customers, including IX resellers, the interface with the CLEC's equipment or facilities shall comply with industry-accepted guidelines. F
9. Prior to receiving interconnection service pursuant to this Part, an IXSP must register with the CRTC and with the CLEC, except IXSPs that resell the CLEC's switched local exchange or switched interexchange service only to persons physically located in or on the IXSP's business premises. F
10. Together with its registration, an IXC shall file with the CRTC a full description of its interexchange network, including information regarding the extent of owned and leased transmission facilities and shall notify the CLEC of such filing. F
11. Network Changes F
  1. The CLEC makes no representations that its equipment and facilities are adapted or will remain adapted for use in connection with IXSP-provided equipment or facilities.
  2. The CLEC reserves the right to change in whole or in part, the design, function, operation or layout of its equipment or facilities as it considers necessary. The CLEC shall not be responsible to an IXSP or its customers for any equipment or facilities which cease to be compatible with the CLEC's equipment or facilities or become inoperative because of such changes to the CLEC's equipment or facilities.
  3. The CLEC will provide the IXSP with advance notice of changes to the CLEC's equipment or facilities that may affect the IXSP's interconnection with the CLEC in accordance with applicable CRTC requirements.
  4. The IXSP shall not implement any change to its operations, services or network which would, in the reasonable assessment of the CLEC, materially affect the CLEC's operation, interconnection services or network, without the prior consent of the CLEC, which shall not unreasonably be withheld.

**PART C Interconnection with Interexchange Service Providers (IXSPs)**

**ITEM 301. Terms and Conditions Applicable to Interconnection with IXSPs - continued**

15. During any period of temporary discontinuance of service caused by a trouble or condition arising in the IXSP's operations, equipment or facilities, no refund for interruption of service, as specified in the Terms (Item 102), shall be made. F

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 302. Trunk-side Access****1. Feature Group D Interconnecting Circuits**

1. Trunk-side access permits the interconnection of facilities to enable the interchange of traffic between the CLEC and the IXSP, and can be configured for Feature Group D (FGD).
2. FGD interconnection enables the IXSP to offer end-customers access to its services by dialling directly (1+, 0+, 011+, 00- or 01+) or for casual access (10XXX or 10XXXX).
3. Trunk-side access is provided through FGD interconnecting circuits that may, subject to the availability of suitable facilities:
  1. be connected using Access Tandem (AT) Connection or Direct Connection (DC); and
  2. use MF or CCS7 signalling.
4. The facilities used for trunk-side access may be provided by the CLEC or any Telecommunications Provider.
5. The order processing charges specified below apply for each DS-0 Set used as FGD interconnecting circuits. A "DS-0 Set" means a group of FGD DS-0s within the same DS-1 connected at the same location and ordered at the same time.

Feature Group D Interconnecting Circuits		
Territory	Inward Order	Change Order
	each DS-0 Set (\$)	each DS-0 Set (\$)
Alberta	TCI CRTC 18008, Item 270.1(2)(d)	
British Columbia	TCBC CRTC 1017, Item 70(A)(7)	
Manitoba	MTS CRTC 24006, Item 40(1)(G)	
New Brunswick	Aliant CRTC 21491, Item 608(6)(a)(vii)	
Newfoundland	N/A	N/A
Nova Scotia	N/A	N/A
Ontario <sup>1</sup>	N/A	N/A
Ontario <sup>2</sup>	N/A	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7516, Item 40(1)(g)(1) Bell Aliant CRTC 21562, Item 40(1)(g)(1)	
Québec <sup>4</sup>	N/A	N/A
Québec <sup>5</sup>	TCQ CRTC 25082, Item 1.01.07(a)(6)	
Prince Edward Island	N/A	N/A
Saskatchewan	SaskTel CRTC 21414, Item 610.06(1)(F)	

C

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Québec.

Issue Date: April 12, 2010

Effective Date: April 26, 2010



**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 302. Trunk-side Access - continued****2. Switching and Aggregation**

1. The CLEC offers switching and aggregation service to IXSPs comprised of switching, transport and signalling functions at the originating or terminating end of a call, including, subject to availability:
  1. hardware answer supervision;
  2. delivery of calling line identification.
2. When an IXSP requests trunk-side access, a switching and aggregation charge applies to each conversation minute of originating or terminating traffic exchanged. This charge is derived by multiplying the charge based on total elapsed carrier connect time by the connect time to conversation minutes ratio.
3. When an IXSP requests Access Tandem Connection, the switching and aggregation charge is comprised of the combined Direct Connection and Access Tandem Connection charges listed below:
4. Charges:

Switching and Aggregation Charges						
Territory	Rate Based on Connect Time (\$)		Connect Time to Conversation Minutes Ratio		Charge Based on Conversation Minutes (\$)	
	Direct Connection	Access Tandem	Direct Connection	Access Tandem	Direct Connection	Access Tandem
Alberta	TCI CRTC 18008, Item 270.2(4)					
British Columbia	TCBC CRTC 1017, Item 70(E)(4) and (5)					
Manitoba	MTS CRTC 24006, Item 40(3)(D)					
New Brunswick	Aliant CRTC 21491, Item 608(6)(c)(iv)					
Newfoundland	N/A	N/A	N/A	N/A	N/A	N/A
Nova Scotia	N/A	N/A	N/A	N/A	N/A	N/A
Ontario <sup>1</sup>	N/A	N/A	N/A	N/A	N/A	N/A
Ontario <sup>2</sup>	N/A	N/A	N/A	N/A	N/A	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7516, Item 40(4)(d) Bell Aliant CRTC 21562, Item 40(4)(d)					
Quebec <sup>4</sup>	N/A	N/A	N/A	N/A	N/A	N/A
Quebec <sup>5</sup>	TCQ CRTC 25082, Item 1.01.07(e)(6)					
Prince Edward Island	N/A	N/A	N/A	N/A	N/A	N/A
Saskatchewan	SaskTel CRTC 21414, Item 610.06(2)(D)					

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

Issue Date: April 12, 2010

Effective Date: April 26, 2010

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 302. Trunk-Side Access – continued****3. CCS7 Signalling**

1. CCS7 Signalling service may be provided by the CLEC to an IXSP for the purpose of call set-up and take-down. The service provides a port connection on the CLEC's designated gateway Signalling Transfer Points (STPs) for each DS-0 channel linking the CLEC's STPs to the IXSP's STPs or switch(es). An IXSP may establish either IXSP STP-to-STP connection ("D-link") or IXSP switch-to-STP connection ("A-link"), but not both.
2. The DS-0 channel facility linking the CLEC's STPs to the IXSP's STPs or switch(es) may be provided by the CLEC or by any Telecommunications Provider.

**Rates**

3. The monthly rate for each STP port connection used to establish a DS-0 channel D-link is specified below. IXSPs are required to connect in multiples of 4 DS-0 channels.
4. The monthly rate for each STP port connection used to establish a DS-0 channel A-link is specified below. IXSPs are required to connect in multiples of 2 DS-0 channels per switch.

**Service Charges**

5. The order processing charges specified below apply for each DS-0 Set of D-links or A-links. A "DS-0 Set" means a group of DS-0s within the same DS-1 connected at the same location and ordered at the same time.
6. When it is necessary for the CLEC to incur expense in order to meet IXSP requirements for subsequent additions or changes to D-links or A-links, the IXSP shall pay an additional charge based on estimated time and costs incurred to meet the IXSP's request.
7. In addition, the service charge specified below applies for operations and translations associated with the provisioning of STP port connections to establish DS-0 channels for A-links. This charge applies to each IXSP request for work to be completed at the same time and applies only once for all connections ordered at the same time.

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 302. Trunk-side Access - continued****3. CCS7 Signalling - continued**

CCS7 Signalling					
Territory	Monthly Charges (\$)		Service Charges (\$)		
	D-link, per port connection Item 302.3.3	A-link, per port connection Item 302.3.4	Inward order, per DS-0 set Item 302.3.5	Change order, per DS-0 set Item 302.3.6	Operation and translation for A-link Item 302.3.7
<b>Alberta</b>	TCI CRTC 18008 Item 270.2(7)(b)	TCI CRTC 18008 Item 270.2(7)(b)	TCI CRTC 18008, Item 270.1(2)(d)		TCI CRTC 18008, Item 270.2(7)(b)
<b>British Columbia</b>	TCBC CRTC 1017 Item 70(A)(8)(a)	TCBC CRTC 1017 Item 70(A)(8)(a)	TCBC CRTC 1017, Item 70(A)(7))		TCBC CRTC 1017, Item 70(A)(8)(b)
<b>Manitoba</b>	N/A	Bell CRTC 7516 Item 40(1)(h)(2)	MTS CRTC 24006, Item 40(1)(G)		Bell CRTC 7516, Item 40(1)(h)(3)
<b>New Brunswick</b>	N/A	Bell CRTC 7516 Item 40(1)(h)(2)	Aliant CRTC 21491, Item 608(6)(a)(vii)		Bell CRTC 7516, Item 40(1)(h)(3)
<b>Newfoundland</b>	N/A	N/A	N/A	N/A	N/A
<b>Nova Scotia</b>	N/A	N/A	N/A	N/A	N/A
<b>Ontario<sup>1</sup></b>	N/A	N/A	N/A	N/A	N/A
<b>Ontario<sup>2</sup></b>	N/A	N/A	N/A	N/A	N/A
<b>Ontario/Quebec<sup>3</sup></b>	Bell CRTC 7516 Item 40(1)(h)(1) Bell Aliant CRTC 21562 Item 40(1)(h)(1)	Bell CRTC 7516 Item 40(1)(h)(2) Bell Aliant CRTC 21562 Item 40(1)(h)(2)	Bell CRTC 7516, Item 40(1)(g)(1) Bell Aliant CRTC 21562, Item 40(1)(g)(1)		Bell CRTC 7516, Item 40(1)(h)(3) Bell Aliant CRTC 21562, Item 40(1)(h)(3)
<b>Quebec<sup>4</sup></b>	N/A	N/A	N/A	N/A	N/A
<b>Quebec<sup>5</sup></b>	N/A	N/A	TCQ CRTC 25082, Item 1.01.07(a)(6)		N/A
<b>Prince Edward Island</b>	N/A	N/A	N/A	N/A	N/A
<b>Saskatchewan</b>	N/A	N/A	SaskTel CRTC 21414, Item 610.06(1)(F)		N/A

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 302. Trunk-side Access - continued****4. Primary Interexchange Carrier (PIC) Processing - continued**

1. Trunk-side access with FGD enables the IXSP to offer its end-customers access to its services by direct dialling. Such access is enabled by identifying the IXSP as the end-customer's PIC. PIC selections may be specified in respect of the CLEC's end-customer network access services ("NAS") that provide direct-dialled voice access to the PSTN. A list of specific eligible services is included in the PIC/CARE Access Customer Handbook (the "Handbook") described in Item 302.4.3. Charges associated with each of the PIC processing activities described below are set out in Item 302.4.8. N  
N  
N  
N  
N  
N  
N
2. At least 60 calendar days before an IXSP wishes PIC processing to begin, the IXSP must establish a PIC processing account with the CLEC. When establishing the PIC processing account, the IXSP must provide its Customer Account Record Exchange (CARE) Profile. The CARE Profile form is provided in the Handbook and requires the IXSP to identify specified PIC processing parameters and options. N  
N  
N  
N  
N  
N  
N  
Subsequent changes to the IXSP's parameters and options must be provided to the CLEC in writing at least 30 calendar days before the requested effective date of the change. N  
N  
N
3. The CLEC will provide each IXSP that establishes a PIC processing account with 2 copies of the Handbook. The Handbook contains standards and procedures for the processing of PIC transactions between the CLEC and the IXSP. N
4. The CLEC will apply a PIC processing charge to the IXSP selected by an end-customer for establishing or changing a PIC selection in respect of that end-customer's NAS. Changes include adding new or additional NAS, end-customer moves and end-customer initiated telephone number changes. N
5. In the case of PIC selection changes that are disputed by the end-customer or an IXSP on behalf of the end-customer, the end-customer's PIC selection will be reinstated to the previous PIC. The IXSP must then provide evidence of end-customer authorization as described in Schedule 4 of the CLEC-IXC Agreement. If such end-customer authorization is not provided within 15 business days from the date of the request from the CLEC, the IXSP will be deemed to have requested an unauthorized PIC change. In addition to the unauthorized PIC change charge set out below, the PIC processing charge set out below and associated with Item 302.4.4 is assessed to the IXSP that requested an unauthorized PIC change to cover the reinstatement of the unauthorized PIC to the previous PIC selection. N

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 302. Trunk-side Access - continued****4. Primary Interexchange Carrier (PIC) Processing - continued**

- |    |                                                                                                                                                                                                                                                                                                                        |                       |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 6. | To enable the IXSP to validate or place PIC subscription orders at the working telephone number level, the IXSP may request and obtain from the CLEC a detailed record transaction in CARE format of all working telephone numbers subscribed to a specific billing telephone number (“BTN”).                          | N<br>N<br>N<br>N<br>N |
| 7. | To enable the IXSP to perform reconciliation between the IXSP's billing records and the CLEC's PIC database, the IXSP may request a verification record from the CLEC.                                                                                                                                                 | N<br>N<br>N           |
| 8. | The PIC processing service charges described in Items 302.4.2 and 302.4.3 set out below apply at the rate established for the territory where interconnection first occurs. The remaining PIC processing service charges apply at the rates set out below for each territory where the CLEC and the IXSP interconnect. | N<br>N<br>N<br>N<br>N |

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 302. Trunk-side Access - continued****4. Primary Interexchange Carrier (PIC) Processing – continued**

Primary Interexchange Carrier (PIC) Processing							
Territory	Account Set-up per PIC processing account (\$) Item 302.4.2	Changes to CARE profile, per request (\$) Item 302.4.2	Handbook, each additional copy (\$) Item 302.4.3	PIC Processing, per NAS (\$) Item 302.4.4 <sup>(1)</sup>	Unauthorized PIC Change, per NAS (\$) Item 302.4.5	BTN Detail per working telephone number provided (\$) Item 302.4.6	Verification of record per NAS (\$) Item 302.4.7
Alberta	TCI CRTC 18008, Item 270.4(7)						
British Columbia	TCBC CRTC 1017, Item 70(F)(8)						
Manitoba	MTS CRTC 24006, Item 40(4)(H)						
New Brunswick	Aliant CRTC 21491, Item 608(6)(d)(viii)						
Newfoundland	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Nova Scotia	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ontario <sup>1</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ontario <sup>2</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7516, Item 40(5)(h) Bell Aliant CRTC 21562, Item 40(5)(h)						
Quebec <sup>4</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Quebec <sup>5</sup>	TCQ CRTC 25082, Item 1.01.07(g)(9)						
Prince Edward Island	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Saskatchewan	SaskTel CRTC 21414, Item 610.06(3)(H)						

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 302. Trunk-side Access - continued****5. Carrier Network Profile Change**

1. The CLEC will implement the network and translation options selected by the IXSP at the time of the IXSP's initial order for trunk-side access. The IXSP will indicate its selections by completing a carrier profile questionnaire ("CPQ") in respect of each carrier identification code ("CIC") used.
2. The following service charges will apply in respect of changes requested by the IXSP to its CPQ at any time subsequent to the initial programming in the CLEC's switch. The service charges apply to each switch in which modifications are required due to an IXSP's change request.

Carrier Network Profile Change Charge (\$)				
Territory	International Calling	Abbreviated Dialling No. 1	Pre-subscription Indication	Flexible ANI
Alberta	TCI CRTC 18008, Item 270.6(3)			
British Columbia	TCBC CRTC 1017, Item 70(H)(3)			
Manitoba	MTS CRTC 24006, Item 40(6)(C)			
New Brunswick	Aliant CRTC 21491, Item 608(6)(f)(iii)			
Newfoundland	N/A	N/A	N/A	N/A
Nova Scotia	N/A	N/A	N/A	N/A
Ontario <sup>1</sup>	N/A	N/A	N/A	N/A
Ontario <sup>2</sup>	N/A	N/A	N/A	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7516, Item 40(7)(c) Bell Aliant CRTC 21562, Item 40(7)(c)			
Quebec <sup>4</sup>	N/A	N/A	N/A	N/A
Quebec <sup>5</sup>	TCQ CRTC 25082, Item 1.01.07(j)(3)			
Prince Edward Island	N/A	N/A	N/A	N/A
Saskatchewan	SaskTel CRTC 21414, Item 610.06(5)(C)			

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 303. Network Announcements for Customers of Disconnected IXSPs with Trunk-side Access**

1. This service provides for a network announcement to be activated when an IXSP with trunk-side access is disconnected from the CLEC's network or otherwise ceases to provide its end-customers with access to interexchange services. The CLEC will route all calls destined for the network of the disconnected IXSP to a recorded announcement. The announcement will inform end-customers that the IXSP is no longer in service and direct such end-customers to contact another IXSP to establish service. The announcement will also provide instructions for making interexchange calls using casual calling.
2. The announcement creation fee specified below applies to each IXSP upon the provision of its CARE Profile for the creation of the announcement capability in respect of that IXSP.
3. In addition, each time an IXSP with trunk-side access is disconnected from the CLEC's network, or otherwise ceases to provide its end-customers with access to interexchange services, the announcement activation charge specified below is assessed to each remaining IXSP having provided to the CLEC its CARE Profile for that ILEC operating territory, on the date that the announcement is activated.
4. Service Charges:

<b>Network Announcements for Customers of Disconnected IXSPs with Trunk-Side Access</b>		
<b>Territory</b>	<b>Once only announcement creation fee (\$)</b>	<b>Announcement activation charge, each occurrence (\$)</b>
<b>Alberta</b>	TCC CRTC 21462, Item 201.3	
<b>British Columbia</b>	TCC CRTC 21462, Item 201.3	
<b>Manitoba</b>	MTS CRTC 24006, Item 80(1)(D)	
<b>New Brunswick</b>	Aliant CRTC 21491, Item 608(10)(b)	
<b>Newfoundland</b>	N/A	N/A
<b>Nova Scotia</b>	N/A	N/A
<b>Ontario<sup>1</sup></b>	N/A	N/A
<b>Ontario<sup>2</sup></b>	N/A	N/A
<b>Ontario/Quebec<sup>3</sup></b>	Bell CRTC 7516, Item 80(1)(c) Bell Aliant CRTC 21562, Item 80(1)(c)	
<b>Quebec<sup>4</sup></b>	N/A	N/A
<b>Quebec<sup>5</sup></b>	TCQ CRTC 25082, Item 1.01.11(a)(4)	
<b>Prince Edward Island</b>	N/A	N/A
<b>Saskatchewan</b>	N/A	N/A

C

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

Issue Date: April 12, 2010

Effective Date: April 26, 2010



**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 304. Bulk Transfer of end-Customer Base Between IXSPs**

1. This service is intended for situations such as acquisitions or mergers in which one IXSP with trunk side access (the “acquiring IXSP”) acquires the equal access end-customer base of another IXSP (the “original IXSP”). The acquiring IXSP can request the CLEC to convert the end-customers’ PIC selections from the original IXSP to the acquiring IXSP on a bulk transfer basis. Before the CLEC will process the requested transfer, the acquiring IXSP must provide the CLEC with documentation of the original IXSP's agreement to the bulk transfer of its end-customer base.
2. The acquiring IXSP must request a bulk transfer of an original IXSP’s end-customer base from the CLEC in advance of the proposed transfer date. The advance notice required by the CLEC and the specific timing of the transfer will vary depending upon the size and nature of the end-customer base to be transferred.
3. Charges for processing a request for a bulk transfer of another IXSP's end-customer base are assessed to the acquiring IXSP. The charges consist of a basic charge per request and a variable charge per NAS.
4. Charges

<b>Territory</b>	<b>Basic Charge, each request (\$)</b>	<b>Variable Charge, each NAS (\$)</b>
<b>Alberta</b>	TCC CRTC 21462, Item 200.3	
<b>British Columbia</b>	TCC CRTC 21462, Item 200.3	
<b>Manitoba</b>	MTS CRTC 24006, Item 85(1)(D)	
<b>New Brunswick</b>	Aliant CRTC 21491, Item 608(11)(b)	
<b>Newfoundland</b>	N/A	N/A
<b>Nova Scotia</b>	N/A	N/A
<b>Ontario<sup>1</sup></b>	N/A	N/A
<b>Ontario<sup>2</sup></b>	N/A	N/A
<b>Ontario/Quebec<sup>3</sup></b>	Bell CRTC 7516, Item 85(1)(d) Bell Aliant CRTC 21562, Item 85(1)(d)	
<b>Quebec<sup>4</sup></b>	N/A	N/A
<b>Quebec<sup>5</sup></b>	TCQ CRTC 25082, Item 1.01.12(a)(4)	
<b>Prince Edward Island</b>	N/A	N/A
<b>Saskatchewan</b>	SaskTel CRTC 21414, Item 610.10(3)	

C

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

Issue Date: April 12, 2010

Effective Date: April 26, 2010

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 305. Billing and Collection Service**

1. Subject to the terms and conditions set forth in a Billing and Collection Services Agreement to be entered into between the CLEC and the IXSP or its agent, the CLEC will provide or arrange billing and collection service for eligible services provided by the IXSP. Eligible services are defined in the Billing and Collection Services Agreement and include bill to third number, collect, caller pays, directory assistance, casual calling, sent paid, coin telephone, conference call and messaging services.
2. Billing and Collection Service includes:
  1. preparation and rendering of bills for charges purchased by the CLEC from the IXSP which are associated with eligible services provided by the IXSP to end-customers who also maintain accounts with the CLEC for local service;
  2. collection of payments for charges associated with eligible calls placed by end-customers who use the IXSP's eligible services. Payments collected include appropriate taxes, which will be remitted by the IXSP to the appropriate governments unless the CLEC identifies the end-customer as tax-exempt (for either, or both, of GST and PST/HST). If the end-customer is tax-exempt, the appropriate tax, or taxes, will be removed, and remaining taxes will be recalculated by the CLEC, if necessary, and the revised tax amounts will be billed;
  3. answering of end-customer questions regarding charges billed by the CLEC for eligible services provided by the IXSP, excluding questions about the details of the IXSP's services, rates, rate structure and similar matters; and
  4. application of credits and adjustments to end-customer accounts, in accordance with billing and collection services procedures which are provided to the IXSP from time to time by the CLEC.
3. The CLEC's billing and collection service may be provided to the IXSP either by the CLEC or by its agent.
4. The CLEC will require an implementation period to establish billing and collection service with the IXSP. This period will be identified in the Billing and Collection Services Agreement.

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 305. Billing and Collection Service - continued**

C

## 5. Rates

Charges for billing and collection service consist of two components: an accounts receivable management discount that applies to each account receivable purchased from the IXSP and billed to the end-customer; and processing charges that apply to each account receivable purchased from the IXSP that is returned prior to billing, billed to a customer, or returned or charged back to the IXSP after billing.

## 1. Accounts receivable management discount

Territory	Discount (%)
Alberta	TCC CRTC 21462, Item 207.3(1)
British Columbia	TCC CRTC 21462, Item 207.3(1)
Manitoba	MTS CRTC 24006, Item 42(3)(B)
New Brunswick	Aliant CRTC 21491, Item 608(8)(c)(ii)
Newfoundland	N/A
Nova Scotia	N/A
Ontario <sup>1</sup>	N/A
Ontario <sup>2</sup>	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7516, Item 42(3)(b) Bell Aliant CRTC 21562, Item 42(3)(b)
Quebec <sup>4</sup>	N/A
Quebec <sup>5</sup>	TCQ CRTC 25082, Item 1.03.03(a)
Prince Edward Island	N/A
Saskatchewan	SaskTel CRTC 21414, Item 610.04(4)

C

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 305. Billing and Collection Service - continued**

C

## 2. Processing charge per account receivable ("AR")

Territory	AR returned prior to billing (\$)	AR billed to an end-customer (\$)	AR returned or charged back to IXSP after billing (\$)
Alberta	TCC CRTC 21462, Item 207.3(2)		
British Columbia	TCC CRTC 21462, Item 207.3(2)		
Manitoba	MTS CRTC 24006, Item 42(3)(C)		
New Brunswick	Aliant CRTC 21491, Item 608(8)(c)(iv)		
Newfoundland	N/A	N/A	N/A
Nova Scotia	N/A	N/A	N/A
Ontario <sup>1</sup>	N/A	N/A	N/A
Ontario <sup>2</sup>	N/A	N/A	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7516, Item 42(3)(d) Bell Aliant CRTC 21562, Item 42(3)(d)		
Quebec <sup>4</sup>	N/A	N/A	N/A
Quebec <sup>5</sup>	TCQ CRTC 25082, Item 1.03.03(b)		
Prince Edward Island	N/A	N/A	N/A
Saskatchewan	SaskTel CRTC 21414, Item 610.04(4)		

C

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 400. General**

This Part governs the provision of interconnection services associated with interconnection of the facilities and services of the CLEC and those of Telecommunications Providers that are WSPs. A Telecommunications Provider that owns or operates transmission facilities as a WSP and wishes to interconnect with the CLEC must be authorized by Industry Canada to provide public mobile radio service in those areas where interconnection is requested and must also sign an interconnection agreement with the CLEC. Where a WSP provides a competitive interexchange service, the terms, conditions, rates and charges specified in Part C of this Tariff shall apply.

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 401. Terms and Conditions Applicable to Interconnection with WSPs**

1. The CLEC will provide at least one suitably equipped point of interconnection in each Exchange in which it operates as a CLEC.
2. The provision of interconnection services in this Part is subject to compliance by the WSP with all applicable authorization and equipment certification requirements and all relevant interconnection interface standards established by Industry Canada.
3. The CLEC does not make any representation that access interconnection services shall at all times be available in the quantities requested and at the locations specified by the WSP. The CLEC shall, however, devote its best reasonable efforts to make such interconnection services available on request, in accordance with the provisions of an interconnection agreement between the WSP and the CLEC and taking account of the CLEC's own requirements.
4. When the CLEC agrees to provide interconnection services under this Part at the WSP's premises or at its customers' premises, the WSP will furnish or arrange to furnish to the CLEC, at no charge, adequate equipment space and electrical power.
5. The WSP will also furnish or arrange to furnish to the CLEC, at no charge, any additional facilities or protective apparatus that may be required due to particular hazards at the interconnection locations.
6. Where equipment or facilities are provided by the WSP or its customers, the interface with the CLEC's equipment or facilities shall comply with industry accepted guidelines.
7. Network Changes
  1. The CLEC makes no representations that its equipment and facilities are adapted or will remain adapted for use in connection with WSP-provided equipment or facilities.
  2. The CLEC reserves the right to change in whole or in part, the design, function, operation or layout of its equipment or facilities as it considers necessary. The CLEC shall not be responsible to a WSP or its customers for any equipment or facilities which cease to be compatible with the CLEC's equipment or facilities or become inoperative because of such changes to the CLEC's equipment or facilities.

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 401. Terms and Conditions Applicable to Interconnection with WSPs - continued**

## 7. Network Changes - continued

3. The CLEC will provide the WSP with advance notice of changes to the CLEC's equipment or facilities that may affect the WSP's interconnection with the CLEC in accordance with applicable CRTC requirements.

## 8. Network Outages

The CLEC does not guarantee uninterrupted working of its interconnection services, and shall not be liable to the WSP, its customers or to any other person, for any failure or delay in performance of any interconnection service provided pursuant to this Part, to the extent that such failure or delay is attributable to causes or results from events beyond the CLEC's reasonable control. Nothing in this paragraph shall extend the liability of the CLEC as specified in Item 102.10 of the Terms in the event of network outages or service problems.

## 9. Protection

The characteristics and methods of operation of any circuits, equipment or facilities of the WSP, when connected to the CLEC's circuits, equipment or facilities, shall not:

1. interfere with or impair service over any facilities of the CLEC's or any Telecommunications Providers with which the CLEC interchanges traffic;
2. cause damage to the CLEC's facilities;
3. impair the privacy of any communication carried over the CLEC's equipment or facilities; or
4. create hazards to the CLEC's employees or to the public.

10. If such characteristics or methods of operation are not in accordance with Item 401.9, the CLEC will, where practicable, notify the WSP that temporary discontinuance of the use of any equipment or facilities may be required. When prior notice is not practicable, nothing contained within the Tariff shall be deemed to preclude the CLEC from temporarily discontinuing forthwith the availability to the WSP of any equipment or facility if such action is reasonable under the circumstances. In cases of such discontinuance, the WSP will be promptly notified and afforded the opportunity to correct the condition which caused the temporary discontinuance.

**PART D Interconnection with Wireless Service Providers (WSPs)**

**ITEM 401. Terms and Conditions Applicable to Interconnection with WSPs - continued**

11. During any period of temporary discontinuance of service caused by a trouble or condition arising in the WSP's operations, equipment or facilities, no refund for interruption of service, as set forth in the CLEC's Terms (Item 102), shall be made.
12. The WSP shall be responsible for all charges due in respect of equipment, facilities and interconnection services provided by the CLEC pursuant to this Part. The WSP shall be the sole point of contact with the CLEC in respect of the equipment, facilities or services provided, including for the purpose of making trouble reports.



**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 402. Trunk-side Access**

1. “Trunk-side access” refers to an arrangement using interconnection facilities to enable the interchange of traffic between the CLEC and the WSP using CCS7 signalling.
2. Trunk-side access is provided through digital circuits. The facilities used to provide digital circuits may be provided by the CLEC or a Telecommunications Provider.
3. Service Charges

The order processing service charge specified below applies for each DS-0 Set, where “DS-0 Set” means a group of DS-0s, not limited to the same DS-1, that are connected at the same POI and ordered at the same time. The activation or change service charge specified below applies for each DS-0 activated or changed.

Trunk-Side Access Service Charges			
Territory	Order Processing, each DS-0 Set (\$)	Activation or change, each DS-0 (\$)	
Alberta	TCC CRTC 21462, Item 231.4(5)		C
British Columbia	TCC CRTC 21462, Item 231.4(5)		C
Manitoba	MTS CRTC 24001, Item 3000(3)(D)(2)(e) and (f)		
New Brunswick	NBTEL CRTC 12001, Item 805.2(B)(2)(b)		C
Newfoundland	N/A	N/A	
Nova Scotia	N/A	N/A	
Ontario <sup>1</sup>	N/A	N/A	
Ontario <sup>2</sup>	N/A	N/A	
Ontario/Quebec <sup>3</sup>	Bell CRTC 7396, Item G15(c)(2)(f) and (g) Bell Aliant CRTC 21563, Item G15(c)(2)(f) and (g)		
Quebec <sup>4</sup>	N/A	N/A	
Quebec <sup>5</sup>	N/A	N/A	
Prince Edward Island	N/A	N/A	
Saskatchewan	SaskTel CRTC 21414, Item 610.18(4)(3)(b)		

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

Issue Date: April 12, 2010

Effective Date: April 26, 2010

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 402. Trunk-side Access - continued**

## 4. Access Charge

The trunk-side monthly access charge specified below provides for the common equipment and facilities required to terminate WSP-originated traffic in the CLEC's local calling area associated with the POI, including transiting to other LECs and WSPs operating in the local calling area associated with the POI. It also provides for the common equipment and facilities required to route to the WSP's NXXs associated with the exchange in which the POI is located. The charge applies for each activated DS-0 and varies according to the total number of activated DS-0s between the WSP switch and the CLEC's POI.

Trunk-Side Access Monthly Charge (per DS-0) (\$)					
Territory	Up to 24 DS-0s	Up to 48 DS-0s	Up to 72 DS-0s	Up to 96 DS-0s	Over 96 DS-0s
Alberta	TCC CRTC 21462, Item 231.4(5)				
British Columbia	TCC CRTC 21462, Item 231.4(5)				
Manitoba	MTS CRTC 24001, Item 3000(3)(D)(2)				
New Brunswick	NBTel CRTC 12001, Item 805.2(B)(2)(b)				
Newfoundland	N/A	N/A	N/A	N/A	N/A
Nova Scotia	N/A	N/A	N/A	N/A	N/A
Ontario <sup>1</sup>	N/A	N/A	N/A	N/A	N/A
Ontario <sup>2</sup>	N/A	N/A	N/A	N/A	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7396, Item G15(c)(2) Bell Aliant CRTC 21563, Item G15(c)(2)				
Quebec <sup>4</sup>	N/A	N/A	N/A	N/A	N/A
Quebec <sup>5</sup>	N/A	N/A	N/A	N/A	N/A
Prince Edward Island	N/A	N/A	N/A	N/A	N/A
Saskatchewan	SaskTel CRTC 21414, Item 610.18(4)(3)(b)				

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 402. Trunk-side Access - continued**

## 5. CCS7 Interconnection

1. CCS7 signalling service may be provided by the CLEC to a WSP for the purpose of call set-up and take-down. The service provides a port connection on the CLEC's designated gateway STPs for each DS-0 channel linking the CLEC's STPs to the WSP's STPs.
2. The DS-0 channel facility linking the CLEC's STPs to the WSP's STPs may be provided by the CLEC or by any Telecommunications Provider.
3. The monthly rate specified below applies for each STP port connection used to establish a DS-0 channel linking a WSP's STP to the CLEC's STP. WSPs are required to connect in multiples of 4 DS-0 channels.

STP, Each Port Connection	
Territory	Monthly Rate (\$)
Alberta	TCC CRTC 21462, Item 231.4(6)(a)
British Columbia	TCC CRTC 21462, Item 231.4(6)(a)
Ontario <sup>1</sup>	N/A
Ontario/Quebec <sup>2</sup>	Bell CRTC 7396, Item G15(c)(4)(a)
	Bell Aliant CRTC 21563, Item G15(c)(4)(a)

C

C

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

4. The administration charge specified below applies to the engineering, planning and testing activities associated with the WSP's initial request to develop and implement CCS7 network interconnection arrangements. The activities include engineering, operations and translations work required to provision initial CCS7 interconnection between the WSP's STPs and the CLEC's gateway STPs.

Administration Charge	
Territory	Rate (\$)
Alberta	TCC CRTC 21462, Item 231.4(6)(c)
British Columbia	TCC CRTC 21462, Item 231.4(6)(c)
Ontario <sup>1</sup>	N/A
Ontario/Quebec <sup>2</sup>	Bell CRTC 7396, Item G15(c)(4)(c)
	Bell Aliant CRTC 21563, Item G15(c)(4)(c)

C

C

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

**PART D Interconnection with Wireless Service Providers (WSPs)**

**ITEM 402. Trunk-side Access - continued**

6. Directory Listing

The CLEC will arrange to have a telephone number assigned to a WSP listed in a LEC's directory in accordance with Item 202 upon request by a WSP on behalf of its end-customer. Any charges levied on the CLEC by the LEC providing the directory will be payable by the WSP to the CLEC.

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 403. Line-side Access**

1. “Line-side access” refers to an interconnection arrangement using facilities over which PSTN dial tone is delivered to enable the interchange of traffic between the CLEC and the WSP.
2. Line-side access is provided through analogue or derived digital DS-0 circuits. The facilities used to provide line-side circuits may be provided by the CLEC or a Telecommunications Provider.
3. Service Charge

The service charge specified below applies for each order to activate any quantity of line-side circuits at one POI at the same time.

<b>Territory</b>	<b>Per request to activate interconnecting circuits, per location (\$)</b>	
<b>Alberta</b>	TCC CRTC 21462, Item 231.4(3)	C
<b>British Columbia</b>	TCC CRTC 21462, Item 231.4(3)	C
<b>Manitoba</b>	MTS CRTC 24001, Item 3000(3)(C)	
<b>New Brunswick</b>	N/A	
<b>Newfoundland</b>	N/A	
<b>Nova Scotia</b>	N/A	
<b>Ontario<sup>1</sup></b>	N/A	
<b>Ontario<sup>2</sup></b>	N/A	
<b>Ontario/Quebec<sup>3</sup></b>	Bell CRTC 7396, Item G15(b)(5)(i) Bell Aliant CRTC 21563, Item G15(b)(5)(i)	
<b>Quebec<sup>4</sup></b>	N/A	
<b>Quebec<sup>5</sup></b>	TCQ CRTC 25080, Item 4.05.04(c)(9)	
<b>Prince Edward Island</b>	N/A	
<b>Saskatchewan</b>	SaskTel CRTC 21414, Item 650.20(4)	

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 403. Line-side Access - continued**

4. Monthly Charges
  1. Link Charge

C  
C  
C

Link charge	
Territory	Monthly Charge (\$)
Alberta	TCC CRTC 21462, Item 231.4(2)
British Columbia	TCC CRTC 21462, Item 231.4(2)
Manitoba	MTS CRTC 24001, Item 3000(3)(B)
New Brunswick	N/A
Newfoundland	N/A
Nova Scotia	N/A
Ontario <sup>1</sup>	N/A
Ontario <sup>2</sup>	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7396, Item G15(b)(4)(a) Bell Aliant CRTC 21563, Item G15(b)(4)(a)
Quebec <sup>4</sup>	N/A
Quebec <sup>5</sup>	TCQ CRTC 25080, Item 4.05.04(b)(1)
Prince Edward Island	N/A
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)

C

C

C

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 403. Line-side Access - continued**

## 2. Access Charge

The monthly charge specified below applies in addition to link charges, and provides for additional common equipment and facilities required to process a call within the CLEC's local calling area associated with the POI. Charges are applied for each DS-0 circuit and vary according to the total number of DS-0s in use between the WSP switch and the CLEC's POI.

Monthly Charge per DS-0 (\$)									
Territory	Up to 12 DS-0s	Up to 24 DS-0s	Up to 36 DS-0s	Up to 48 DS-0s	Up to 60 DS-0s	Up to 72 DS-0s	Up to 84 DS-0s	More than 84 DS-0s	
Alberta	TCC CRTC 21462, Item 231.4(3)								C
British Columbia	TCC CRTC 21462, Item 231.4(3)								C
Manitoba	MTS CRTC 24001, Item 3000(3)(C)								
New Brunswick	NBTel CRTC 12001, Item 805.2(A)(3)(b)								C
Newfoundland	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Nova Scotia	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ontario <sup>1</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ontario <sup>2</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Ontario/ Quebec <sup>3</sup>	Bell CRTC 7396, Item G15(b)(5) Bell Aliant CRTC 21563, Item G15(b)(5)								
Quebec <sup>4</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Quebec <sup>5</sup>	TCQ CRTC 25080, Item 4.05.04(c)								
Prince Edward Island	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)								

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 403. Line-side Access - continued**

## 5. Telephone Numbers

1. The charges specified below apply if a WSP requests telephone number ranges in connection with line-side access. The CLEC provides 7-digit telephone numbers with outpulsing either as a dedicated group of 10,000 consecutive numbers (an entire NXX) or individually from a non-dedicated NXX. Numbers may be activated immediately or reserved for activation at a later date. An entire NXX may be reserved where forecasts warrant. Telephone numbers will be reserved for a minimum of one month, and remain reserved until placed in service or released at the request of the WSP.
2. The WSP is responsible for all charges levied in respect of all calls associated with any telephone number assigned and activated on behalf of that WSP.
3. The CLEC does not provide a directory listing in respect of telephone numbers reserved or activated on behalf of a WSP. The CLEC will arrange to have a telephone number assigned to a WSP listed in a LEC's directory in accordance with Item 202 upon request by a WSP on behalf of its end-customer. Any charges levied on the CLEC by the LEC providing the directory will be payable by the WSP to the CLEC.

## 6. Charges for Activated Telephone Numbers

N

The service charge specified below applies for each request to place any quantity of telephone numbers in service at one POI at the same time. In addition, the monthly charge specified below applies for each telephone number activated.



**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 403. Line-side Access - continued**

Territory	Service charge, per request (\$)	Monthly charge, per telephone number (\$)
Alberta	TCC CRTC 21462, Item 231.4(4)(b)	
British Columbia	TCC CRTC 21462, Item 231.4(4)(b)	
Manitoba	MTS CRTC 24001, Item 3000(3)(E)	
New Brunswick	NBTel CRTC 12001, Item 805.2(A)(3)(c)(i)	
Newfoundland	N/A	N/A
Nova Scotia	N/A	N/A
Ontario <sup>1</sup>	N/A	N/A
Ontario <sup>2</sup>	N/A	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7396, Item G15(b)(1)(a)(1) Bell Aliant CRTC 21563, Item G15(b)(1)(a)(1)	
Quebec <sup>4</sup>	N/A	N/A
Quebec <sup>5</sup>	TCQ CRTC 25080, Item 4.05.04(d)(1)	
Prince Edward Island	N/A	N/A
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)	

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

## 7. Charges for Reserved Telephone Numbers

The service charge specified below applies for each request to reserve any quantity of telephone numbers at one POI at the same time. In addition, the monthly charge specified below applies for each telephone number reserved but not in service.

Territory	Service charge, per request (\$)	Monthly charge, per telephone number (\$)
Alberta	TCC CRTC 21462, Item 231.4(4)(a)	
British Columbia	TCC CRTC 21462, Item 231.4(4)(a)	
Manitoba	MTS CRTC 24001, Item 3000(3)(E)	
New Brunswick	NBTel CRTC 12001, Item 805.2(A)(3)(c)(ii)	
Newfoundland	N/A	N/A
Nova Scotia	N/A	N/A
Ontario <sup>1</sup>	N/A	N/A
Ontario <sup>2</sup>	N/A	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7396, Item G15(b)(1)(a)(2) Bell Aliant CRTC 21563, Item G15(b)(1)(a)(2)	
Quebec <sup>4</sup>	N/A	N/A
Quebec <sup>5</sup>	TCQ CRTC 25080, Item 4.05.04(d)(2)	
Prince Edward Island	N/A	N/A
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)	

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

Issue Date: April 12, 2010

Effective Date: April 26, 2010

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 403. Line-side Access - continued**

## 8. 100 and 1000 Block Routing

“Block routing” refers to an arrangement whereby the CLEC will verify that an incoming call is destined to a telephone number activated on behalf of a WSP, then route the call to the WSP’s switch on a trunk-side basis, enabling the exchange of CCS7 signalling information. The WSP may request block routing on the basis of blocks of 100 or 1000 numbers. In each territory where interconnection occur, the service charge per block, the monthly charge per block, and/or a monthly charge per number will apply as set out below.

100 and 1000 Block Routing			
Territory	Service charge, per block (\$)	Monthly charge, per block (\$)	Monthly charge, per number (\$)
Alberta	TCC CRTC 21462 Item 231.4(7)	N/A	TCC CRTC 21462 Item 231.4(7)
British Columbia	TCC CRTC 21462 Item 231.4(7)	N/A	TCC CRTC 21462 Item 231.4(7)
Manitoba	MTS CRTC 24001 Item 3000(3)(F)	N/A	MTS CRTC 24001 Item 3000(3)(F)
New Brunswick	NBTel CRTC 12001 Item 805.2(B)(2)(d)	N/A	NBTel CRTC 12001 Item 805.2(B)(2)(d)
Newfoundland	N/A	N/A	N/A
Nova Scotia	N/A	N/A	N/A
Ontario <sup>1</sup>	N/A	N/A	N/A
Ontario <sup>2</sup>	N/A	N/A	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7396 Item G15(c)(6) Bell Aliant CRTC 21563 Item G15(c)(6)	Bell CRTC 7396 Item G15(c)(6) Bell Aliant CRTC 21563 Item G15(c)(6)	Bell CRTC 7396 Item G15(b)(1)(a)(2) Bell Aliant CRTC 21563 Item G15(b)(1)(a)(2)
Quebec <sup>4</sup>	N/A	N/A	N/A
Quebec <sup>5</sup>	N/A	N/A	N/A
Prince Edward Island	N/A	N/A	N/A
Saskatchewan	SaskTel CRTC 21414 Item 650.20(4)	SaskTel CRTC 21414 Item 650.20(4)	N/A

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 403. Line-side Access - continued**

## 9. Transfer of Entire NXX

On request, the CLEC will transfer an entire NXX being used by a WSP for line-side access to use in connection with trunk-side access. The following service charge applies to recover costs associated with the transfer of the NXX from the CLEC's switch to the WSP's switch.

Territory	Service charge, per transfer (\$)
Alberta	N/A
British Columbia	N/A
Manitoba	N/A
New Brunswick	N/A
Newfoundland	N/A
Nova Scotia	N/A
Ontario <sup>1</sup>	N/A
Ontario <sup>2</sup>	N/A
Ontario/Quebec <sup>3</sup>	Bell CRTC 7396, Item G15(c)(7) Bell Aliant CRTC 21563, Item G15(c)(7)
Quebec <sup>4</sup>	N/A
Quebec <sup>5</sup>	N/A
Prince Edward Island	N/A
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)

D

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

**PART E Other Interconnection Services**

**ITEM 500. General**

This Part governs the provision of services other than those described elsewhere in this Tariff that are associated with the interconnection of the CLEC's facilities with those of Telecommunications Providers.

**RESERVED FOR FUTURE USE**

**PART E Other Interconnection Services****ITEM 501. Call Routing – Location Routing Number (LRN) Absent**

1. Call routing - LRN Absent service provides call processing for calls from a Telecommunications Provider in locations where LNP has been implemented, and where the Telecommunications Provider does not transmit the LRN of the serving switch to which the call must be routed for termination.
2. Call routing - LRN Absent functionality is limited to the CLEC determining, in conjunction with its arrangement for LNP access to a Service Control Point (SCP), if the destination telephone number of a call from a Telecommunications Provider has been ported to another LEC, and if so, obtaining the LRN of the serving switch to which the call must be routed for termination.
3. Rates and Charges

Charges for call routing – LRN Absent are specified below. The charges are applicable to all line-side access interconnecting circuits and to trunk-side MF interconnecting circuits. In addition, call routing - LRN Absent is available for trunk-side CCS7 interconnecting circuits as an option.

Call Routing LRN Absent, per DS-0						
Territory	Line-Side Interconnecting Circuits, per month (\$)	Trunk-side Interconnecting Circuits				
		MF Interconnecting Circuits		CCS7 Interconnecting Circuits		
		One-way, per month (\$)	Two-way, per month (\$)	One-way, per month (\$)	Two-way, per month (\$)	Service Charge (\$)
Alberta		TCC CRTC 21462, Item 209.3				TCI CRTC 18008, Item 215.4(2)(b)(ii)
British Columbia		TCC CRTC 21462, Item 209.3				TCBC CRTC 1017, Item 105(D)(4)(b)
Manitoba		MTS CRTC 24006, Item 115(4)(E)				MTS CRTC 24006, Item 115(4)(E)
New Brunswick		Aliant CRTC 21491, Item 630(3)(e)				Aliant CRTC 21491, Item 630(3)(e)
Newfoundland	N/A	N/A	N/A	N/A	N/A	N/A
Nova Scotia	N/A	N/A	N/A	N/A	N/A	N/A
Ontario <sup>1</sup>	N/A	N/A	N/A	N/A	N/A	N/A
Ontario <sup>2</sup>	N/A	N/A	N/A	N/A	N/A	N/A
Ontario/Quebec <sup>3</sup>		Bell CRTC 7516, Item 115(4)(e) Bell Aliant CRTC 21562, Item 115(4)(e)				Bell CRTC 7516, Item 115(4)(e) Bell Aliant CRTC 21562, Item 115(4)(e)
Quebec <sup>4</sup>	N/A	N/A	N/A	N/A	N/A	N/A
Quebec <sup>5</sup>		TCQ CRTC 25082, Item 1.07.04(a)				TCI CRTC 18008, Item 215.4(2)(b)(ii)
Prince Edward Island	N/A	N/A	N/A	N/A	N/A	N/A
Saskatchewan		SaskTel CRTC 21414, Item 610.13(4)				SaskTel CRTC 21414, Item 610.13(4)

1. Rates applicable in the operating territory of TBayTel operating as the SILEC.
2. Rates applicable in the operating territory of NortherTel Limited Partnership operating as the SILEC.
3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
5. Rates applicable in the operating territory of TELUS Communications Inc. operating as the ILEC in Quebec.

Issue Date: April 12, 2010

Effective Date: April 26, 2010

**PART E Other Interconnection Services** N**ITEM 502. Port-Out Cancellation Charge** N

1. This charge applies to the cancellation of a pending request to port a telephone number from CLEC 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 CLEC, or that are attributable to other factors under the control of CLEC, 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. N
2. 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. N
3. A port order cancellation will not be included in the port-out cancellation total that is attributed to the LEC or WSP, if: N
  - a customer informs CLEC that the customer wishes to remain with CLEC, rather than proceed with an approved number port to a competitor; and N
  - the approved number port to a competitor has not already been cancelled by CLEC after a 7-day period following the due date of the request. N
4. Charge: N

Territory	Service charge, per request (\$)	
Alberta	N/A	N
British Columbia	N/A	N
Manitoba	N/A	N
New Brunswick	N/A	N
Newfoundland	N/A	N
Nova Scotia	N/A	N
Ontario <sup>1</sup>	N/A	N
Ontario <sup>2</sup>	N/A	N
Ontario/Quebec <sup>3</sup>	Bell CRTC 7516, Item 115(4)(f) Bell Aliant CRTC 21562, Item 115(4)(f)	N
Quebec <sup>4</sup>	N/A	N
Quebec <sup>5</sup>	N/A	N
Prince Edward Island	N/A	N
Saskatchewan	N/A	N

---

**PART E      Other Interconnection Services** N  
**ITEM 502.    Port-Out Cancellation Charge** N

- 1. Rates applicable in the operating territory of TBayTel operating as the SILEC. N
- 2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC. N
- 3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs. N
- 4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC. N
- 5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec. N



**Part E Other Interconnection Services****Item 520 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – British Columbia****1. Definitions**

For the purposes of this Tariff, capitalized terms have the meanings defined below:

*“ALI”*: Automatic Location Identification

A database feature that displays to Call Answer Centres and ERAs address/location data with respect to the cell site/sector that captured the 9-1-1 call.

*“ANI”*: Automatic Number Identification

A database feature that displays the 10-digit telephone number of the Microcell Exchange Service that originates the 9-1-1 call.

*“Call Answer Centre”*:

A communication centre which is the first point of reception of 9-1-1 calls. (Sometimes referred to as a Primary PSAP.)

*“CRTC”*: The Canadian Radio-television and Telecommunications Commission

*“ESRD”*: Emergency Service Routing Digits:

A network-based 10-digit routable, non-dialable, telephone number used by a wireless CLEC to uniquely identify a cell site/sector. The ESRD is used by the 9-1-1 service to route the call to the appropriate PSAP. The ESRD must be unique and cannot be a telephone number assigned to an end user subscriber.

*“ESZ”*: Emergency Service Zone:

The geographic area served by a fire, police, or ambulance service.

**Item 520 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – British Columbia (cont'd)****1. Definitions (cont'd)**

*“Exchange Service”:*

Any local telecommunications service offered by Microcell to its end user subscribers. C

*“ERA”:* Emergency Response Agency:

The communication centre to which emergency calls are transferred from a Call Answer Centre, and which is normally the fire, police or ambulance agency responsible for dispatching emergency personnel.

*“9-1-1 Service Provider”*

The Incumbent Local Exchange Carrier (ILEC) that provides a 9-1-1 service to the Municipality pursuant to a tariff and/or agreement through which access to 9-1-1 emergency calling is made available to the ILEC's end user subscribers located within the 9-1-1 Serving Area.

*“SAG”:* Street Address Guide

The databases that contains street names, address ranges, routing codes and other data required for the management of ALI, ANI and Selective Routing and Transfer.

*“Serving Area”:*

The area as determined by the Municipality, from which 9-1-1 calls will be directed to a particular Call Answer Centre.

**2. Service Description**

- a) Microcell ERS in British Columbia is provided to Microcell's end user subscribers connected to Microcell's network by any of Microcell's Exchange Services. The service is available to municipalities and/or other governments (“Municipality”). The service provides for the transport of 9-1-1 dialed calls to Call Answer Centres and other ERAs. C

**Item 520 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – British Columbia (cont'd)****2. Service Description (cont'd)**

b) The service provides Microcell's end user subscribers with the universally recognized 9-1-1 three-digit dial access to ERAs serving their communities. Microcell provides its end user subscribers with access to the 9-1-1 code from each of its central offices to provide service coverage specified by the Municipality. Answering of the call and the emergency response is the responsibility of the Municipality and is not provided by Microcell as part of the Microcell ERS. C C

c) The 9-1-1 call is delivered to a Call Answer Centre operated by the Municipality. The attendant at the Call Answer Centre determines the nature of the emergency and forwards the call to the appropriate fire, police or ambulance dispatch centre. The answering attendants at the ERAs are supported by the following special features provided by the 9-1-1 Service Provider in accordance with its tariffs and agreements:

i) Selective Routing and Transfer

The 9-1-1 Service Provider maintains a central database in its network that will automatically route the 9-1-1 call to a pre-assigned Call Answer Centre based upon the ESRD/ALI of the cell site/sector which captured the 9-1-1 call.

ii) Automatic Location Identification (ALI)

The 9-1-1 Service Provider maintains the ALI database.

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

**Item 520      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
British Columbia (cont'd)****3.      Object**

In accordance with the terms and conditions of Microcell's General Tariff, the Municipality and Microcell shall fulfill their respective obligations under this Tariff in order to make available a 9-1-1 emergency calling service to Microcell's end user subscribers, and shall be bound by the provisions of the Tariff, except to the extent that a written agreement executed by Microcell and the Municipality and approved by the CRTC explicitly modifies or supercedes the provisions of this Tariff in relation to that Municipality. C

**4.      Terms of Service**

4.1 Microcell ERS is provided under the following terms. Microcell shall:

- a) Make Microcell ERS accessible to all of Microcell's end user subscribers in the 9-1-1 Serving Area. C
- b) Provide Microcell ERS through the network of the 9-1-1 Service Provider.
- c) Provide ANI, ESRD and ALI data to the 9-1-1 Service Provider which, in turn, shall provide such data to the Call Answer Centre and ERAs as deemed appropriate by the Municipality, and the 9-1-1 Service Provider.
- d) Maintain and update the SAG subject to receipt of the information required to be provided by the Municipality pursuant to paragraphs 4.2(c)(iii) and 4.2(c)(iv).
- e) Provide a telephone number to the PSAP that is accessible 24 hours a day and seven days a week, for reporting on troubles.

**Item 520 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – British Columbia (cont'd)****4. Terms of Service (cont'd)**

- 4.2 As conditions of accepting 9-1-1 calls from Microcell's end user subscribers, the Municipality shall: C
- a) Provide and operate a Call Answer Centre for the 9-1-1 Serving Area on a 24-hour, 365 days per year basis. The Municipality may contract with a third party for the management and operation of the Call Answer Centre but the Municipality shall remain responsible for all aspects of the operation of the Call Answer Centre and shall not be relieved of its obligations under this Tariff.
  - b) Provide, operate and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls directed to the Call Answer Centre.
  - c) Co-ordinate participation of all ERAs in the 9-1-1 Serving Area with respect to Microcell ERS. This shall include:
    - i) ensuring the involvement of the ERAs;
    - ii) determining the 9-1-1 Serving Areas and ESZs served by the Call Answer Centre and ERAs;
    - iii) providing and validating, as required by Microcell, all geographical data, including street names, addresses, and borders of the 9-1-1 Serving Areas and ESZs; and
    - iv) informing Microcell of all changes that may occur in the geographical data.
- 4.3 Microcell shall provide Microcell ERS to, and the Municipality shall accept 9-1-1 calls from, roaming end users in the 9-1-1 Serving Area. Roaming end users may include Microcell's end users from other Microcell serving areas as well as the end users of Microcell's domestic and international roaming partners. C

---

**Item 520      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
British Columbia (cont'd)****5.      Characteristics of Service**

Microcell ERS permits the utilization of the ANI, ESRD, ALI, and Selective Routing and Transfer features. The availability and reliability of these features depends on the following:

- a) The terminal systems and the operating mode selected for the Call Answer Centres and ERAs;
- b) The type of Exchange Service and the equipment and/or telephone systems from which 9-1-1 calls originate;
- c) The accuracy of the data, which itself is dependent upon the information provided by various sources (for example, the Municipality, the 9-1-1 Service Provider, other telecommunications carriers, etc.); and
- d) The characteristics and reliability of the 9-1-1 service provided by the 9-1-1 Service Provider to the extent that Microcell's participation in the provision of Microcell ERS is dependent on the 9-1-1 service provided by the 9-1-1 Service Provider.

**6.      Confidentiality**

- a) Any information provided by Microcell to the Municipality, its employees, servants, agents and/or co-contractors pertaining to the design, the development, the implementation, the operation and the maintenance of Microcell ERS is confidential, and shall be provided only to such persons who have a need to know for the purposes of providing a 9-1-1 emergency calling service.

**Item 520 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – British Columbia (cont'd)****6. Confidentiality (cont'd)**

- b) Microcell provides to the 9-1-1 Service Provider, which in turn provides to the Municipality, on a call-by-call basis for the operation of Microcell ERS, the telephone number of the end user subscriber who placed the 9-1-1 call and the location of the cell site/sector that captured the 9-1-1 call. The information, if confidential, is provided on a confidential basis to the 9-1-1 Service Provider and, in turn, to the Municipality for the sole purpose of responding to 9-1-1 emergency calls.
- c) The information consisting of telephone numbers of Microcell's end user subscribers whose listings are not published in directories or listed in Directory Assistance records is confidential. Information is provided on a call-by-call basis for the sole purpose of responding to 9-1-1 emergency calls. The party calling 9-1-1 waives any right to privacy to the extent that the telephone number associated with the originating telephone is furnished to the Municipality operating a Call Answer Centre. C
- d) Furthermore, Microcell and the Municipality shall abide by all applicable legislation with respect to the protection of privacy in effect from time to time.

**7. Quality of Microcell's Service**

- a) Microcell shall install and operate Microcell ERS in a manner that meets quality standards generally accepted in North America for such services.
- b) The quality of Microcell ERS is subject to the conditions outlined in paragraph 5 of this tariff.

---

**Item 520      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
British Columbia (cont'd)****8.      Quality of Municipality's Service**

- a) The Municipality shall implement and ensure the operation of its Call Answer Centre in a manner that meets quality standards generally accepted in North America for such services.

**9.      Implementation**

The implementation of Microcell ERS within the 9-1-1 Serving Area shall be carried out pursuant to an implementation schedule to be mutually agreed to by Microcell, the Municipality and the 9-1-1 Service Provider (the "Parties") and which may be changed from time to time by agreement of the Parties.

**10.     Limitation of Liability**

- a) Microcell's liability for the performance of its obligations pursuant to this Tariff shall be subject to and governed by Microcell's General Tariff Item 102 – General Rights and Obligations.
- b) Except with regard to physical injuries, death or damage to property occasioned by its negligence, the Municipality's liability for negligence is limited to \$20.
- c) The Municipality and Microcell shall, during the term of this Tariff, maintain sufficient insurance to cover their respective obligations under this Tariff and shall provide evidence of same to Microcell or the Municipality, as the case may be, or, if the Municipality or Microcell is self-insured, provide to Microcell or the Municipality, as the case may be, evidence that is satisfactory to Microcell or the Municipality, as the case may be, that the Municipality or Microcell is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Tariff.



**Item 520      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
British Columbia (cont'd)**

**11.      Force Majeure**

- a) Neither Microcell nor the Municipality shall be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes and, generally, as a result of any event that is beyond the Municipality's or Microcell's reasonable control.
- b) The Municipality may designate a back-up Call Answer Centre to which 9-1-1 calls will be directed in the event the primary Call Answer Centre is unable to accept the calls for any reason.
- c) Microcell and the Municipality agree that in the event of a disaster or force majeure the parties will co-operate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.
- d) The costs required to provide temporary replacement service shall be borne according to the sharing of obligations between Microcell and the Municipality, as indicated in article 4 of this Tariff.

**Part E Other Interconnection Services****Item 521 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Alberta**

C

**1. Definitions**

For the purposes of this Tariff, the following terms have the meanings defined below:

*“ALI”*: Automatic Location Identification

The 9-1-1 system's capability to automatically identify the location of the cell site/sector that captured the 9-1-1 call and to provide a display of this location at the Call Answer Centre.

*“ANI”*: Automatic Number Identification

The 9-1-1 system's capability to automatically identify the 10-digit calling telephone number and to provide display of that number at the Call Answer Centre.

*“Call Answer”*:

The act of answering 9-1-1 calls, determining the type of Emergency Response Agency (ERA) required and directing the call to that ERA.

*“Call Answer Centre”*:

A communications facility open 24 hours a day, 365 days a year, and responsible for redirecting or transferring emergency calls to ERAs. The Call Answer Centre is the first point of reception for all 9-1-1 calls in its Serving Area (sometimes referred to as the Public Safety Answering Point or PSAP).

*“Commission”*:

The Canadian Radio-television and Telecommunications Commission (CRTC) and its successors.

**Item 521      Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Alberta (cont'd)**      C

**1.      Definitions (cont'd)**

*“ERA”*: Emergency Response Agency

The communication centre open 24 hours a day, 365 days a year to which emergency calls are transferred from the Call Answer Centre, and which is the agency responsible for dispatching emergency personnel (emergency medical, fire or law enforcement).

*“ESRD”*: Emergency Service Routing Digits

A network-based 10-digit routable, non-dialable, telephone number used by a wireless CLEC to uniquely identify a cell site/sector. The ESRD is used by the 9-1-1 service to route the call to the appropriate PSAP. The ESRD must be unique and cannot be a telephone number assigned to an end user subscriber.

*“ESZ”*: Emergency Service Zone

A defined area consisting of a specific combination of Municipality, law enforcement, fire, emergency medical and Call Answer Centre coverage areas.

*“Exchange Services”*:

Any local telecommunications service offered by Microcell to its end user subscribers.      C

*“LocalSubscriber”*:

One of Microcell's end user subscribers located within the Municipality's boundaries which subscribes to any of Microcell's Exchange Services.      C

*“9-1-1 Database”*:

The database operated by the 9-1-1 Service Provider that contains street names, addresses, routing codes and other data required for the management of Selective Routing and Transfer, ALI and ANI.

**Item 521      Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Alberta (cont'd)**      C

**1.      Definitions (cont'd)**

*“9-1-1 Service Provider”*

The Incumbent Local Exchange Carrier (ILEC) that provides a 9-1-1 service to the Municipality pursuant to a tariff and/or agreement through which access to 9-1-1 emergency calling is made available to the ILEC's end user subscribers located within the 9-1-1 Serving Area.

*“Selective Routing and Transfer”:*

A feature that automatically routes a 9-1-1 call to the appropriate Call Answer Centre and transfers the 9-1-1 call to the appropriate ERA based upon the ESRD/ALI of the cell site/sector that captured the 9-1-1 call.

*“Serving Area”:*

The area, as determined by the Municipality, from which 9-1-1 calls will be directed to a particular Call Answer Centre.

**2.      Service Description**

- 2.1 Microcell ERS in Alberta provides Microcell's end user subscribers with the universally recognized three-digit (9-1-1) telephone access to emergency services. Microcell provides its end user subscribers access to the 9-1-1 code from each of its central offices. The service is available to municipalities and/or other governments (“Municipality”) responsible for providing emergency services to the community.      C
- 2.2 Microcell ERS is provided to Microcell's end user subscribers connected to Microcell's network through any of Microcell's Exchange Services.      C



**Item 521      Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Alberta (cont'd)**      C

**4.      Terms of Service (cont'd)**

4.2 As conditions of accepting 9-1-1 calls from Microcell's end user subscribers, the Municipality shall:      C

4.2.1 Provide and operate a Call Answer Centre for the Serving Area on a 24 hour-per-day, 365 day-per-year basis. Answering and handling of emergency calls, along with the emergency response, is the responsibility of the Municipality and is not part of Microcell ERS.

4.2.2 Provide, operate and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls directed to the Call Answer Centre.

4.2.3 Coordinate participation of all ERAs in the Serving Area with respect to Microcell ERS. This will include:

4.2.3.1 ensuring the involvement of the ERAs;

4.2.3.2 determining, in conjunction with the 9-1-1 Service Provider, the Serving Areas and ESZs served by the Call Answer Centre and ERAs;

4.2.3.3 providing and validating, as required by Microcell, all geographical data, including street names, addresses, and associating those addresses with ESZs; and

4.2.3.4 informing Microcell immediately of all changes that may occur in the geographical data, including street names, and addresses.

**Item 521 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Alberta (cont'd)** C

**4. Terms of Service (cont'd)**

- 4.2.4 Provide and maintain fire, law enforcement and emergency medical services within the Municipality, and provide the address, contact, telephone and facsimile numbers of these services to Microcell.
- 4.2.5 Provide Microcell with a minimum of ninety (90) days written notice of an intended change in the location of the Call Answer Centre and the borders of the Serving Areas or the ESZs.
- 4.2.6 Be responsible for any other requirements that are not specifically identified in this Tariff that are related to matters of the kind listed in Article 4.2.
- 4.3 The Municipality may contract with a third party for the management and operation of the Call Answer Centre but in such event, the Municipality shall remain responsible for all aspects of the operation of the Call Answer Centre and shall not be relieved of any of its obligations under this Tariff.
- 4.4 Microcell shall provide Microcell ERS to, and the Municipality shall accept 9-1-1 calls from, roaming end users in the 9-1-1 Serving Area. Roaming end users may include Microcell's end users from other Microcell serving areas as well as the end users of Microcell's domestic and international roaming partners. C

**5. Characteristics of Service**

- 5.1 Microcell ERS permits the utilization of ANI/ESRD/ALI and Selective Routing features. The availability and reliability of these features depend on the following:
- 5.1.1 the terminal systems and the operating mode selected for the Call Answer Centre and ERAs;

**Item 521      Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Alberta (cont'd)**      C

**5.      Characteristics of Service (cont'd)**

- 5.1.2 the type of Exchange Service and the equipment and/or telephone systems from which 9-1-1 calls originate;
- 5.1.3 the accuracy of the data, which itself is dependent upon the information provided by various sources (for example, Microcell, the Municipality, the 9-1-1 Service Provider, other telecommunications carriers, etc.); and
- 5.1.4 The characteristics and reliability of the 9-1-1 service provided by the 9-1-1 Service Provider to the extent that Microcell's participation in the provision of Microcell ERS is dependent on the 9-1-1 service provided by the 9-1-1 Service Provider.

**6.      Confidential Information**

- 6.1 Microcell provides to the 9-1-1 Service Provider which, in turn, provides to the Municipality on a call-by-call basis the telephone number of the end user subscriber who placed the 9-1-1 call and the location of the cell site/sector that captured the 9-1-1 call. The information, if confidential, is provided to the 9-1-1 Service Provider which, in turn, provide the information to the Municipality on a confidential basis, for the sole purpose of responding to 9-1-1 emergency calls.
- 6.2 The information consisting of telephone numbers of Microcell's end user subscribers whose listings are not published in directories or listed in the 9-1-1 Service Provider's Directory Assistance records is confidential. The individual calling 9-1-1 waives the right to privacy to the extent that the telephone number associated with the originating telephone is furnished to the Municipality.      C



**Item 521 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Alberta (cont'd)**

C

**6. Confidential Information (cont'd)**

6.3 Any information including any and all written documentation provided by Microcell to the Municipality, its employees, servants, agents, assigns and/or contractors pertaining to the design, development, implementation, the operation and the maintenance of Microcell ERS is confidential, and will be provided only to such persons who have a need to know for the purposes of this Tariff. The Municipality will not permit any of its employees, servants, agents, assigns and/or contractors to duplicate, reproduce or otherwise copy any such confidential information for any purpose whatsoever, except as may be required by any such employees, servants, agents, assigns and/or contractors with a need to do so for the purposes of providing a 9-1-1 emergency calling service.

6.4 Confidential ANI/ESRD/ALI and associated information for calls placed by Microcell's end user subscribers are provided to the Call Answer Centre and ERAs as directed by the Municipality solely for the purpose of enabling the Call Answer Centre and ERAs to verify the location from which the 9-1-1 call is placed. The Municipality, the Call Answer Centre and the ERAs shall not use such information for any other purpose whatsoever.

C

6.5 The Municipality will retain the ANI/ESRD/ALI and associated information in confidence and will treat the confidential information with the same degree of care that it employs for the protection of its own confidential information and, at a minimum, a reasonable degree of care, and will not use or copy such confidential information except as necessary to perform its obligations under this Tariff, and will not permit disclosure of such confidential information except to employees, servants, agents, assigns and/or contractors, including the Call Answer Centre and ERAs (provided such employees, servants, agents, assigns and/or contractors are bound in writing by similar confidentiality obligations as contained in this Tariff) where there is a need to know for purposes of providing a 9-1-1 emergency calling service.



**Item 521 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Alberta (cont'd)**

C

**9. Implementation Schedules**

9.1 Microcell and the Municipality agree that the implementation of Microcell ERS within the Serving Area will be carried out pursuant to an implementation schedule to be mutually agreed to by Microcell, the Municipality and the 9-1-1 Service Provider in writing and which may be changed from time to time by agreement of the parties.

**10. Limitation of Liability**

10.1 Microcell's liability for the performance of its obligations pursuant to this Tariff shall be subject to and governed by Microcell's General Tariff Item 102-General Rights and Obligations.

10.2 The Municipality and Microcell shall maintain sufficient insurance to cover their respective obligations under this Tariff and shall provide evidence of same to Microcell or the Municipality, as the case may be, on request.

**11. Force Majeure**

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

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

Item 521      **Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Alberta (cont'd)**      C

**11. Force Majeure (cont'd)**

11.3 The costs required to provide temporary replacement service will be borne according to the sharing of obligations between Microcell and the Municipality, as indicated in article 4 of this Tariff.

**12. Municipal Charge**

12.1 Microcell provides an optional billing and collection arrangement whereby Microcell, acting as billing agent for the Municipality, will bill and collect monthly user fees in the form of a Municipal Charge as specified in the Agreement To Collect Municipal Charges For Microcell ERS ("Collection Agreement"), to assist a Municipality in funding a 9-1-1 Call Answer Centre. This arrangement is available to those Municipalities participating in Microcell ERS.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

**Issue Date: February 3, 2004**

**Telecom Order CRTC 2004-74**

**Effective Date: March 11, 2004**

RESERVED FOR FUTURE USE

**Issue Date: February 3, 2004**

**Telecom Order CRTC 2004-74**

**Effective Date: March 11, 2004**

RESERVED FOR FUTURE USE

**Issue Date: February 3, 2004**

**Telecom Order CRTC 2004-74**

**Effective Date: March 11, 2004**



RESERVED FOR FUTURE USE

**Issue Date: February 3, 2004**

**Telecom Order CRTC 2004-74**

**Effective Date: March 11, 2004**

RESERVED FOR FUTURE USE

**Issue Date: February 3, 2004**

**Telecom Order CRTC 2004-74**

**Effective Date: March 11, 2004**

RESERVED FOR FUTURE USE

**Issue Date: February 3, 2004**

**Telecom Order CRTC 2004-74**

**Effective Date: March 11, 2004**

RESERVED FOR FUTURE USE

**Issue Date: February 3, 2004**

**Telecom Order CRTC 2004-74**

**Effective Date: March 11, 2004**

RESERVED FOR FUTURE USE

**Issue Date: February 3, 2004**

**Telecom Order CRTC 2004-74**

**Effective Date: March 11, 2004**

RESERVED FOR FUTURE USE

**Issue Date: February 3, 2004**

**Telecom Order CRTC 2004-74**

**Effective Date: March 11, 2004**

RESERVED FOR FUTURE USE

**Issue Date: February 3, 2004**

**Telecom Order CRTC 2004-74**

**Effective Date: March 11, 2004**

**Part E Other Interconnection Services****Item 523 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Manitoba****1. Definitions**

For the purposes of this Tariff, the following terms have the meanings defined below:

*“ALI”*: Automatic Location Identification

The 9-1-1 system's capability to automatically identify the location of the cell site/sector that captured the 9-1-1 call and to provide a display of this location at the Call Answer Centre.

*“Call Answer”*:

The act of answering 9-1-1 calls, determining the type of Emergency Response Agency (ERA) required and directing the call to that ERA.

*“Call Answer Centre”*:

A communications facility open 24 hours a day, 365 days a year, and responsible for redirecting or transferring emergency calls to ERAs. The Call Answer Centre is the first point of reception for all 9-1-1 calls in its Serving Area (sometimes referred to as the Public Safety Answering Point or PSAP).

*“Commission”*:

The Canadian Radio-television and Telecommunications Commission (CRTC) and its successors.

*“ERA”*: *Emergency Response Agency*

The communication centre open 24 hours a day, 365 days a year to which emergency calls are transferred from the Call Answer Centre, and which is the agency responsible for dispatching emergency personnel (emergency medical, fire or law enforcement).



**Item 523      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
Manitoba (cont'd)**

**1.      Definitions (cont'd)**

*“ESRD”*: Emergency Service Routing Digits

A network-based 10-digit routable, non-dialable, telephone number used by a wireless CLEC to uniquely identify a cell site/sector. The ESRD is used by the 9-1-1 service to route the call to the appropriate PSAP. The ESRD must be unique and cannot be a telephone number assigned to an end user subscriber.

*“ESZ”*: Emergency Service Zone

A defined area consisting of a specific combination of Municipality, law enforcement, fire, emergency medical and Call Answer Centre coverage areas.

*“Exchange Services”*:

Any local telecommunications service offered by Microcell to its end user subscribers.      C

*“Local Subscriber”*:

One of Microcell’s end user subscribers located within the Municipality’s boundaries which subscribes to any of Microcell’s Exchange Services.      C

*“9-1-1 Database”*:

The database operated by the 9-1-1 Service Provider that contains street names, addresses, routing codes and other data required for the management of Selective Routing and Transfer and ALI.

*“9-1-1 Service Provider”*

The Incumbent Local Exchange Carrier (ILEC) that provides a 9-1-1 service to the Municipality pursuant to a tariff and/or agreement through which access to 9-1-1 emergency calling is made available to the ILEC’s end user subscribers located within the 9-1-1 Serving Area.

**Item 523      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
Manitoba (cont'd)****1.      Definitions (cont'd)***"Selective Routing and Transfer":*

A feature that automatically routes a 9-1-1 call to the appropriate Call Answer Centre and transfers the 9-1-1 call to the appropriate ERA based upon the ESRD/ALI of the cell site/sector that captured the 9-1-1 call.

*"Serving Area":*

The area, as determined by the Municipality, from which 9-1-1 calls will be directed to a particular Call Answer Centre.

*"Wireless E9-1-1":*

Refers to the capability to display at a PSAP, in real time while a wireless 9-1-1 call is in progress, the caller's 10-digit call-back number as well as the address of the cell site/sector that captured the call.

**2.      Service Description**

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                            |        |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 2.1 | Microcell ERS in Manitoba provides Microcell's end user subscribers with the universally recognized three-digit (9-1-1) telephone access to emergency services. Microcell provides its end user subscribers access to the 9-1-1 code from each of its central offices. The service is available to municipalities and/or other governments ("Municipality") responsible for providing emergency services to the community. | C<br>C |
| 2.2 | Microcell ERS is provided to Microcell's end user subscribers connected to Microcell's network through any of Microcell's Exchange Services.                                                                                                                                                                                                                                                                               | C      |

**Item 523      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
Manitoba (cont'd)**

**3.      Object**

3.1 In accordance with the terms and conditions of Microcell's General Tariff approved by the Commission, the Municipality and Microcell shall fulfil their respective obligations under this Tariff in order to make available a 9-1-1 emergency calling service to Microcell's end user subscribers, and shall be bound by the provisions of the Tariff, except to the extent that a written agreement executed by Microcell and the Municipality and approved by the CRTC explicitly modifies or supercedes the provisions of this Tariff in relation to that Municipality.

C

**4.      Terms of Service**

4.1 Microcell ERS is provided under the following terms. Microcell shall:

- 4.1.1 Make Microcell ERS accessible to all Local Subscribers in the Serving Area.
- 4.1.2 Provide Microcell ERS through the network of the 9-1-1 Service Provider.
- 4.1.3 Provide ESRD/ALI data, routing and other data to the 9-1-1 Service Provider which, in turn, shall provide such data to the Call Answer Centre and ERAs as deemed appropriate by Microcell, the Municipality, and the 911 Service Provider.

D  
|  
|  
|  
D

**Item 523      Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Manitoba (cont'd)**

**4.      Terms of Service (cont'd)**

4.1.4    Be responsible for any other requirements that are not specifically identified in this Tariff that are related to matters of the kind listed in Article 4.1.      F

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

D  
 |  
 D

4.2    As conditions of accepting 9-1-1 calls from Microcell's end user subscribers, the Municipality shall:      C

4.2.1    Provide and operate a Call Answer Centre for the Serving Area on a 24 hour-per-day, 365 day-per-year basis. Answering and handling of emergency calls, along with the emergency response, is the responsibility of the Municipality and is not part of Microcell ERS.

4.2.2    Provide, operate and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls directed to the Call Answer Centre.

**Item 523      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
Manitoba (cont'd)**

**4.      Terms of Service (cont'd)**

4.2.3      Coordinate participation of all ERAs in the  
Serving Area with respect to Microcell ERS.  
This will include:

4.2.3.1      ensuring the involvement of the  
ERAs;

4.2.3.2      determining, in conjunction with the  
9-1-1 Service Provider, the Serving  
Areas and ESZs served by the Call  
Answer Centre and ERAs;

4.2.3.3      providing and validating, as  
required by Microcell, all  
geographical data, including street  
names, addresses, and associating  
those addresses with ESZs; and

4.2.3.4      informing Microcell immediately of  
all changes that may occur in the  
geographical data, including street  
names, and addresses.

**Item 523      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
Manitoba (cont'd)****4.      Terms of Service (cont'd)**

- 4.2.4 Provide and maintain fire, law enforcement and emergency medical services within the Municipality, and provide the address, contact, telephone and facsimile numbers of these services to Microcell.
- 4.2.5 Provide Microcell with a minimum of ninety (90) days written notice of an intended change in the location of the Call Answer Centre and the borders of the Serving Areas or the ESZs.
- 4.2.6 Be responsible for any other requirements that are not specifically identified in this Tariff that are related to matters of the kind listed in Article 4.2.
- 4.3 The Municipality may contract with a third party for the management and operation of the Call Answer Centre but in such event, the Municipality shall remain responsible for all aspects of the operation of the Call Answer Centre and shall not be relieved of any of its obligations under this Tariff.
- 4.4 The Microcell shall provide Microcell ERS to, and the Municipality shall accept 9-1-1 calls from, roaming end users in the 9-1-1 Serving Area. Roaming end users may include Microcell's end users from other Microcell serving areas as well as the end users of Microcell's domestic and international roaming partners. C

**5.      Characteristics of Service**

- 5.1 Microcell ERS permits the utilization of ESRD/ALI and Selective Routing and Transfer features. The availability and reliability of these features depend on the following:
  - 5.1.1 the terminal systems and the operating mode selected for the Call Answer Centre and ERAs;
  - 5.1.2 the type of Exchange Service and the equipment and/or telephone systems from which 9-1-1 calls originate;

**Item 523      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
Manitoba (cont'd)**

**5.      Characteristics of Service  
(cont'd)**

5.1.3 the accuracy of the data, which itself is dependent upon the information provided by various sources (for example, Microcell, the Municipality, the 9-1-1 Service Provider, other telecommunications carriers, etc.); and

5.1.4 The characteristics and reliability of the 9-1-1 service provided by the 9-1-1 Service Provider to the extent that Microcell's participation in the provision of Microcell ERS is dependent on the 9-1-1 service provided by the 9-1-1 Service Provider.

**6.      Confidential Information**

6.1 Microcell provides to the 9-1-1 Service Provider which, in turn, provides to the Municipality on a call-by-call basis the telephone number of the end user subscriber who placed the 9-1-1 call and the location of the cell site/sector that captured the 9-1-1 call. When required, Microcell also provides the class of service. The information, if confidential, is provided to the 9-1-1 Service Provider which, in turn, is provided to the Municipality on a confidential basis, for the sole purpose of responding to 9-1-1 emergency calls.      C  
C

6.2 The information consisting of telephone numbers of Microcell's end user subscribers whose listings are not published in directories or listed in the 9-1-1 Service Provider's Directory Assistance records is confidential. The individual calling 9-1-1 waives the right to privacy to the extent that the telephone number and class of service associated with the originating telephone are furnished to the Municipality.      C  
C  
C

---

**Item 523      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
Manitoba (cont'd)****6.      Confidential Information (cont'd)**

- 6.3 Confidential ESRD/ALI and associated information for calls placed by Microcell's end user subscribers are provided to the Call Answer Centre and ERAs as directed by the Municipality solely for the purpose of enabling the Call Answer Centre and ERAs to verify the location from which the 9-1-1 call is placed. The Municipality, the Call Answer Centre and the ERAs shall not use such information for any other purpose whatsoever. C
- 6.4 The Municipality will retain the ESRD/ALI and associated information in confidence and will treat the confidential information with the same degree of care that it employs for the protection of its own confidential information and, at a minimum, a reasonable degree of care, and will not use or copy such confidential information except as necessary to perform its obligations under this Tariff, and will not permit disclosure of such confidential information except to employees, servants, agents, assigns and/or contractors, including the Call Answer Centre and ERAs (provided such employees, servants, agents, assigns and/or contractors are bound in writing by similar confidentiality obligations as contained in this Tariff) where there is a need to know for purposes of providing a 9-1-1 emergency calling service.
- 6.5 Furthermore, Microcell and the Municipality shall abide by all applicable federal and provincial legislation with respect to the protection of privacy in effect from time to time.



---

**Item 523      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
Manitoba (cont'd)****7.      Quality of Microcell ERS**

- 7.1 Microcell agrees to install and operate Microcell ERS in a manner that meets quality standards generally accepted in North America for such services.
- 7.2 Microcell shall use reasonable efforts to restore service as quickly as possible and on a priority basis should there be any interruption, delay, mistake or defect in transmission or in its facilities.
- 7.3 The quality of Microcell ERS is subject to the conditions outlined on paragraph 5 of this Tariff.

**8.      Quality of the Municipality's Service**

- 8.1 The Municipality shall implement and ensure the operation of its Call Answer Centre in a manner that meets the quality standards generally accepted in North America for such services.

**9.      Implementation Schedule**

- 9.1 Microcell and the Municipality agree that the implementation of Microcell ERS within the Serving Area will be carried out pursuant to an implementation schedule to be mutually agreed to by Microcell, the Municipality and the 9-1-1 Service Provider in writing and which may be changed from time to time by agreement of the parties.

**10.     Limitation of Liability**

- 10.1 Microcell's liability for the performance of its obligations pursuant to this Tariff shall be subject to and governed by Microcell's General Tariff Item 102 – General Rights and Obligations.
- 10.2 The Municipality and Microcell shall maintain sufficient insurance to cover their respective obligations under this Tariff and shall provide evidence of same to Microcell or the Municipality, as the case may be, on request.

**Item 523      Microcell 9-1-1 Emergency  
Reporting Service (Microcell ERS) –  
Manitoba (cont'd)**

**11.      Force Majeure**

- 11.1 Neither Microcell nor the Municipality will be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes, decisions of regulatory authorities, and, generally, as a result of any event that is beyond the Municipality's or Microcell's reasonable control.
- 11.2 In the event of a disaster or force majeure, Microcell and the Municipality will cooperate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.
- 11.3 The costs required to provide temporary replacement service will be borne according to the sharing of obligations between Microcell and the Municipality, as indicated in article 4 of this Tariff.

**Part E Other Interconnection Services**

**Item 524 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec**

**Partie E Autres services d'interconnexion**

**Article 524 Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) — Ontario et Québec**

### 1. Definitions

For the purposes of this Tariff, capitalized terms have the meanings defined below:

“*ALI*”: Automatic Location Identification.

A database feature that displays to Call Answer Centres and ERAs address/location data with respect to the cell site/sector that captured the 9-1-1 call.

“*Call Answer Centre*”:

A communication centre which is the first point of reception of 9-1-1 calls. (Sometimes referred to as a Primary PSAP.)

“*CRTC*”: The Canadian Radio-television and Telecommunications Commission.

“*ESRD*”: Emergency Service Routing Digits:

A network-based 10-digit routable, non-dialable, telephone number used by a wireless CLEC to uniquely identify a cell site/sector. The ESRD is used by the 9-1-1 service to route the call to the appropriate PSAP. The ESRD must be unique and cannot be a telephone number assigned to an end user subscriber.

“*ESZ*”: Emergency Service Zone:

The geographic area served by a fire, police, or ambulance service.

“*Exchange Service*”:

Any local telecommunications service offered by Microcell to its end user subscribers.

### 1. Définitions

Aux fins du présent Tarif, les termes en majuscules se définissent comme suit :

« AAA » : Affichage automatique d'adresses.

Fonction d'une base de données permettant d'afficher à un terminal d'un Centre de prise d'appels et d'un Centre d'intervention d'urgence (CIU) l'adresse/l'emplacement du site/secteur cellulaire qui a capté l'appel 9-1-1.

« Centre de prise d'appels » :

Centre de communications qui est le premier point de réception des appels 9-1-1. (Parfois appelé « Centre d'appel de sécurité publique » (CASP).

« CRTC » : Conseil de la radiodiffusion et des télécommunications canadiennes.

« NASE » : Numéros d'acheminement du service d'urgence :

Numéro à dix chiffres pouvant être acheminés sur réseau, mais non appelable, utilisé par les ESLC sans fil pour identifier de façon unique un site/secteur cellulaire. Les NASE sont utilisés par le service 9-1-1 pour acheminer les appels au bon CASP. Un NASE doit être unique et ne peut être un numéro de téléphone attribué à un abonné final.

« ZSU » : Zone de service d'urgence :

Zone géographique desservie par un service d'incendie, de police ou d'ambulance.

« Service local » :

Service de télécommunications local offert par Microcell à ses abonnés finaux.

**Item 524 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)****1. Definitions (cont'd)**

“ERA”: Emergency Response Agency:

The communication centre to which emergency calls are transferred from a Call Answer Centre, and which is normally the fire, police or ambulance agency responsible for dispatching emergency personnel.

“9-1-1 Service Provider”

The Incumbent Local Exchange Carrier (ILEC) that provides a 9-1-1 service to the Municipality pursuant to a tariff and/or agreement through which access to 9-1-1 emergency calling is made available to the ILEC's end user subscribers located within the 9-1-1 Serving Area.

“SAG”: Street Address Guide

A list that contains street names, number ranges, and extended municipality name within Microcell's 9-1-1 serving area.

“Serving Area”:

The area, as determined by the Municipality, from which 9-1-1 calls will be directed to a particular Call Answer Centre.

“Wireless E9-1-1”:

Refers to the capability to display at a PSAP, in real time while a wireless 9-1-1 call is in progress, the caller's 10-digit call-back number as well as the address of the cell site/sector that captured the call.

**Article 524 Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) – Ontario et Québec (suite)****1. Définitions (suite)**

« CIU » : Centre d'intervention d'urgence :

Centre de communications auquel les appels d'urgence sont acheminés par un Centre de prise d'appels, et qui est habituellement le service d'incendie, de police ou d'ambulance responsable de dépêcher le personnel d'urgence.

« Fournisseur de service 9-1-1 »

Entreprise de services locaux titulaire (ESLT) qui fournit un service 9-1-1 à la Municipalité, en vertu d'un tarif et/ou d'un accord et qui permet l'accès au service d'appel d'urgence 9-1-1 à ses abonnés finaux à l'intérieur de la Zone de desserte 9-1-1.

« RA » : Répertoire des adresses

Liste renfermant les noms de rue, la gamme des numéros d'immeuble et le nom étendu de la municipalité dans la Zone de desserte 9-1-1 de Microcell.

« Zone de desserte » :

Zone géographique déterminée par la Municipalité et à partir de laquelle les appels 9-1-1 sont acheminés à un Centre de prise d'appels spécifique.

« E9-1-1 sans fil » :

Service capable d'afficher en temps réel à un terminal d'un CASP, au cours d'un appel 9-1-1 sans fil en cours, le numéro à dix chiffres de l'appelant ainsi que l'adresse du site/secteur cellulaire qui a capté l'appel.

**Item 524 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)****2. Service Description**

- a) Microcell ERS in Ontario and Quebec is provided to Microcell's end user subscribers connected to Microcell's network by any of Microcell's Exchange Services. The service is available to municipalities and/or other governments ("Municipality"). The service provides for the transport of 9-1-1 dialed calls to Call Answer Centres and other ERAs.
- b) The service provides Microcell's end user subscribers with the universally recognized 9-1-1 three-digit dial access to ERAs serving their communities. Microcell provides its end user subscribers with access to the 9-1-1 code from each of its central offices to provide service coverage specified by the Municipality. Answering of the call and the emergency response is the responsibility of the Municipality and is not provided by Microcell as part of Microcell ERS.
- c) The 9-1-1 call is delivered to a Call Answer Centre operated by the Municipality. The attendant at the Call Answer Centre determines the nature of the emergency and forwards the call to the appropriate fire, police or ambulance dispatch centre. The answering attendants at the ERAs are supported by the following special features provided by the 9-1-1 Service Provider in accordance with its tariffs and agreements.
- i) Selective Routing and Transfer

The 9-1-1 Service Provider maintains a central database in its network that will automatically route the 9-1-1 call to a pre-assigned Call Answer Centre based upon the ESRD/ALI of the cell site/sector which captured the 9-1-1 call.

**Article 524 Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) – Ontario et Québec (suite)****2. Description du service**

- a) Le SAU Microcell en Ontario et au Québec est fourni aux abonnés finaux de Microcell, qui sont raccordés au réseau de Microcell par l'un des Services locaux de Microcell. Ce service est offert aux municipalités et/ou aux autres entités gouvernementales (« Municipalité »). Ce service permet l'acheminement d'appels 9-1-1 aux Centres de prise d'appels et aux autres CIU.
- b) Ce service donne aux abonnés finaux de Microcell accès aux CIU par le code universel à trois chiffres 9-1-1. Microcell donne aux abonnés finaux l'accès au code 9-1-1 à partir de chacun de ses centraux pour fournir la couverture de service déterminée par la Municipalité. La réponse aux appels d'urgence et les interventions d'urgence sont la responsabilité de la Municipalité et ne font aucunement partie du SAU Microcell.
- c) L'appel 9-1-1 est acheminé au Centre de prise d'appels exploité par la Municipalité. Le préposé du Centre de prise d'appels détermine la nature de l'urgence et achemine l'appel au centre de coordination approprié du service d'incendie, de police ou d'ambulance. Les préposés des CIU disposent des services spéciaux suivants que propose le Fournisseur de service 9-1-1, conformément aux tarifs et accords déterminés.
- i) Acheminement sélectif et Transfert

Le Fournisseur de service 9-1-1 met à jour dans son réseau une base de données centrale qui permet d'acheminer automatiquement les appels 9-1-1 à un Centre de prise d'appels prédéterminé en fonction des informations NASE/AAA du site/secteur cellulaire qui a capté l'appel.

**Item 524 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)**

**Article 524 Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) – Ontario et Québec (suite)**

**2. Service Description (cont'd)**

- ii) Automatic Location Identification (ALI)  
 The 9-1-1 Service Provider maintains the ALI database.
- iii) Integrity Check  
 This allows the ERA to verify that the 9-1-1 access lines to its bureaux are in working order.

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

**3. Object**

In accordance with the terms and conditions of Microcell's General Tariff, the Municipality and Microcell shall fulfill their respective obligations under this Tariff in order to make available a 9-1-1 emergency calling service to Microcell's end user subscribers, and shall be bound by the provisions of the Tariff, except to the extent that a written agreement executed by Microcell and the Municipality and approved by the CRTC explicitly modifies or supercedes the provisions of this Tariff in relation to that Municipality.

**4. Terms of Service**

- 4.1 Microcell ERS is provided under the following terms. Microcell shall:
  - a) Make Microcell ERS accessible to all of Microcell's end user subscribers in the 9-1-1 Serving Area.

**2. Description du service (suite)**

- ii) Affichage automatique d'adresses (AAA)  
 Le Fournisseur de service 9-1-1 met à jour la base de données d'AAA.
- iii) Contrôle d'intégrité  
 Fonction qui permet au CIU de s'assurer que les lignes d'accès 9-1-1 à ses bureaux fonctionnent normalement.

L'exploitation de l'Acheminement sélectif et du Transfert et des fonctions d'AAA est tributaire de l'exactitude des dossiers de Microcell et de l'information reçue de la Municipalité et des tiers, notamment, l'information relative aux nouvelles rues et aux changements des limites de territoire.

**3. Objet**

Conformément aux modalités du Tarif Général de Microcell, la Municipalité et Microcell conviennent d'exécuter leurs obligations respectives telles que stipulées dans le présent Tarif, afin d'offrir un service d'appels d'urgence 9-1-1 aux abonnés finaux de Microcell, et sont liées par les dispositions du présent Tarif, à moins d'un accord écrit entre Microcell et la Municipalité et approuvé par le CRTC, qui modifie ou remplace explicitement les dispositions du présent Tarif convenues avec ladite Municipalité.

**4. Modalités de service**

- 4.1 Le SAU Microcell est fourni conformément aux modalités de service ci-après :
  - a) Fournir le SAU Microcell à tous les abonnés finaux de Microcell dans la Zone de desserte 9-1-1.

**Item 524 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)**

**Article 524 Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) – Ontario et Québec (suite)**

**4. Terms of Service (cont'd)**

**4. Modalités de service (suite)**

- b) Provide Microcell ERS through the network of the 9-1-1 Service Provider.
- c) Provide ESRD and ALI data to the 9-1-1 Service Provider which, in turn, shall provide such data to the Call Answer Centre and ERAs as deemed appropriate by the Municipality and the 9-1-1 Service Provider.

- b) Fournir le SAU Microcell par l'entremise du réseau du Fournisseur de service 9-1-1.
- c) Fournir les données relatives aux NASE et à l'AAA au Fournisseur de service 9-1-1 qui, à son tour, doit fournir ces données au Centre de prise d'appels et aux CIU, comme la Municipalité et le Fournisseur de service 9-1-1 le jugeront nécessaire.

D  
|  
|  
|  
D

D  
|  
|  
|  
D

- d) Maintain and update the SAG subject to receipt of the information required to be provided by the Municipality pursuant to paragraphs 4.2(c)(iii) and 4.2(c)(iv).

- d) Mettre à jour le RA sur réception de l'information que doit fournir la Municipalité conformément au paragraphe 4.2, alinéa c), sous-alinéa iii) et 4.2, alinéa c), sous-alinéa iv).

F

F

- e) Provide a telephone number to the PSAP that is accessible 24 hours a day and seven days a week, for reporting on troubles.

- e) Fournir au CASP un numéro de téléphone accessible 24 heures sur 24 et sept jours sur sept, aux fins de signaler les pannes.

F

F

D  
|  
D

D  
|  
D

**Item 524      Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)****4.      Terms of Service (cont'd)**

4.2 As conditions of accepting 9-1-1 calls from Microcell's end user subscribers, the Municipality shall:

- a) Provide and operate a Call Answer Centre for the 9-1-1 Serving Area on a 24-hour, 365 days per year basis. The Municipality may contract with a third party for the management and operation of the Call Answer Centre but the Municipality shall remain responsible for all aspects of the operation of the Call Answer Centre and shall not be relieved of its obligations under this Tariff.

**Article 524      Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) – Ontario et Québec (suite)****4.      Modalités de service (suite)**

C 4.2 La Municipalité convient d'exécuter les obligations suivantes d'acceptation des appels 9-1-1 des abonnés finaux de Microcell : C

- a) Fournir et exploiter un Centre de prise d'appels pour la Zone de desserte 9-1-1, 24 heures sur 24, 365 jours par année. La Municipalité peut sous-traiter à un tiers la gestion et l'exploitation du Centre de prise d'appels, auquel cas la Municipalité demeure responsable de tous les aspects de ladite exploitation du Centre de prise d'appels et n'est d'aucune façon libérée de ses obligations prévues au présent Tarif.



**Item 524 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)****4. Terms of Service (cont'd)**

- b) Provide, operate and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls directed to the Call Answer Centre.
- c) Co-ordinate participation of all ERAs in the 9-1-1 Serving Area with respect to Microcell ERS. This shall include:
  - i) ensuring the involvement of the ERAs;
  - ii) determining the 9-1-1 Serving Areas and ESZs served by the Call Answer Centre and ERAs;
  - iii) providing and validating, as required by Microcell, all geographical data, including street names, addresses, and borders of the 9-1-1 Serving Areas and ESZs; and
  - iv) informing Microcell of all changes that may occur in the geographical data.

4.3 Microcell shall provide Microcell ERS to, and the Municipality shall accept 9-1-1 calls from, roaming end users in the 9-1-1 Serving Area. Roaming end users may include Microcell's end users from other Microcell serving areas as well as the end users of Microcell's domestic and international roaming partners.

**5. Characteristics of Service**

Microcell ERS permits the utilization of ESRD, ALI and Selective Routing and Transfer features. The availability and reliability of these features depends on the following:

- a) The terminal systems and the operating mode selected for the Call Answer Centres and ERAs;
- b) The type of Exchange Service and the equipment and/or telephone systems from which 9-1-1 calls originate;

**Article 524 Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) – Ontario et Québec (suite)****4. Modalités de service (suite)**

- b) Fournir, exploiter et gérer les ressources humaines et l'équipement, y compris les terminaux nécessaires pour recevoir et traiter tous les appels d'urgence acheminés au Centre de prise d'appels.
- c) Coordonner la participation de tous les CIU de la Zone de desserte 9-1-1 relativement au SAU Microcell. La Municipalité doit, entre autres :
  - i) assurer la participation des CIU ;
  - ii) déterminer les Zones de desserte et les ZSU desservies par le Centre de prise d'appels et les CIU ;
  - iii) fournir et valider, à la demande de Microcell, toutes les données géographiques, y compris les noms de rues et adresses, et les limites des Zones de desserte et des ZSU ; et
  - iv) informer Microcell de toute modification apportée aux données géographiques.

4.3 Microcell s'engage à fournir le SAU Microcell aux abonnés finaux en itinérance dans la Zone de desserte 9-1-1 et la Municipalité s'engage à accepter les appels 9-1-1 de ces mêmes abonnés. Les abonnés finaux en itinérance peuvent inclure des abonnés finaux de Microcell en provenance d'autres zones de desserte de Microcell, ainsi que des abonnés finaux des partenaires d'itinérance domestiques ou internationaux de Microcell.

**5. Caractéristiques du service**

Le SAU Microcell permet l'utilisation des fonctions de NASE, d'AAA et d'Acheminement sélectif et Transfert. La disponibilité et la fiabilité de ces fonctions dépendent des conditions suivantes :

- a) les terminaux et les modes d'exploitation choisis par les Centres de prise d'appels et les CIU ;
- b) le type de Service local, d'équipement et/ou de système téléphonique qui acheminent les appels 9-1-1 ;

**Item 524 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)**

**5. Characteristics of Service (cont'd)**

- c) The accuracy of the data, which itself is dependent upon the information provided by various sources (for example, Microcell, the Municipality, the 9-1-1 Service Provider, other telecommunications carriers, etc.); and
- d) The characteristics and reliability of the 9-1-1 service provided by the 9-1-1 Service Provider to the extent that Microcell's participation in the provision of Microcell ERS is dependent on the 9-1-1 service provided by the 9-1-1 Service Provider.

**6. Confidentiality**

- a) Any information provided by Microcell to the Municipality, its employees, servants, agents and/or co-contractors pertaining to the design, the development, the implementation, the operation and the maintenance of Microcell ERS is confidential, and shall be provided only to such persons who have a need to know for the purposes of providing a 9-1-1 emergency calling service.
- b) Microcell provides to the 9-1-1 Service Provider, which in turn provides to the Municipality, on a call-by-call basis for the operation of Microcell ERS, the telephone number of the end user subscriber who placed the 9-1-1 call and the location of the cell site/sector that captured the 9-1-1 call. When required, Microcell also provides the class of service. The information, if confidential, is provided on a confidential basis to the 9-1-1 Service Provider and, in turn, to the Municipality for the sole purpose of responding to 9-1-1 emergency calls.

**Article 524 Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) – Ontario et Québec (suite)**

**5. Caractéristiques du service (suite)**

- c) l'exactitude des données, qui dépend elle-même de l'information fournie par les diverses sources (par exemple, Microcell, la Municipalité, le Fournisseur de service 9-1-1, d'autres entreprises de télécommunications, etc.) ;
- d) les caractéristiques et la fiabilité du service 9-1-1 fourni par le Fournisseur de service 9-1-1, dans la mesure où la participation de Microcell dans la fourniture du SAU Microcell est tributaire du service 9-1-1 fourni par le Fournisseur de service 9-1-1.

**6. Confidentialité**

- a) Toute information fournie par Microcell à la Municipalité, à ses employés, préposés, agents et/ou sous-traitants relativement à la conception, au développement, à la mise en œuvre, à l'exploitation et à la maintenance du SAU Microcell est confidentielle et ne sera communiquée qu'aux personnes qui doivent en prendre connaissance dans le but de fournir le service d'appels d'urgence 9-1-1.
- b) Microcell fournit au Fournisseur de service 9-1-1 qui, à son tour, fournit à la Municipalité, pour chaque appel aux fins de l'exploitation du SAU Microcell, le numéro de téléphone de l'abonné final ayant placé l'appel 9-1-1 et l'adresse du site/secteur cellulaire qui a capté l'appel 9-1-1. Au besoin, Microcell fournit également la classe de service. L'information, si confidentielle, est fournie sous le sceau de la confidentialité au Fournisseur de service 9-1-1 et par celui-ci à la Municipalité aux seules fins de répondre aux appels d'urgence 9-1-1.

C  
C  
C  
C

C  
C  
C  
C

**Item 524 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)****6. Confidentiality (cont'd)**

- c) The information consisting of telephone numbers of Microcell's end user subscribers whose listings are not published in directories or listed in Directory Assistance records is confidential. Information is provided on a call-by-call basis for the sole purpose of responding to 9-1-1 emergency calls. The party calling 9-1-1 waives any right to privacy afforded to the extent that the telephone number associated with the originating telephone is furnished to the Municipality operating a Call Answer Centre.
- d) Furthermore, Microcell and the Municipality shall abide by all applicable legislation with respect to the protection of privacy in effect from time to time.

**7. Quality of Microcell ERS**

- a) Microcell shall install and operate Microcell ERS in a manner that meets quality standards generally accepted in North America for such services. The following are examples of the content of quality standards generally accepted in North America:
- i) average of 0.1% blocking within the network;
  - ii) diverse telephone networking capabilities; and
  - iii) updated ESRD/ALI records to the 9-1-1 Service Provider's database.

**Article 524 Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) – Ontario et Québec (suite)****6. Confidentialité (suite)**

- C c) L'information comprenant les numéros de téléphone des abonnés finaux de Microcell, qui n'est pas publiée dans les annuaires ou qui ne figure pas dans les dossiers de l'Assistance annuaire est confidentielle. L'information est fournie pour chaque appel, aux seules fins de répondre aux appels d'urgence 9-1-1. La personne qui appelle le service 9-1-1 renonce à tout droit de confidentialité, dans la mesure où le numéro de téléphone associé au téléphone d'où origine l'appel est fourni à la Municipalité qui exploite un Centre de prise d'appels.
- d) De plus, Microcell et la Municipalité conviennent de respecter toutes les lois visant la protection de la vie privée qui pourraient devenir en vigueur à un moment ou à un autre.

**7. Qualité du SAU Microcell**

- a) Microcell s'engage à installer et à exploiter un SAU Microcell de manière à respecter les normes de qualité généralement reconnues en Amérique du Nord pour de tels services. Des exemples de contenus de normes de qualité généralement reconnues en Amérique du Nord sont présentés ci-dessous :
- i) un blocage moyen de 0,1 % dans le réseau;
  - ii) diverses fonctions de transmission sur le réseau ; et
  - iii) des dossiers NASE/AAA actualisés dans la base de données du Fournisseur de service 9-1-1.

**Item 524 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)****7. Quality of Microcell ERS (cont'd)**

- b) Microcell shall restore service as quickly as possible and on a priority basis should there be any interruption, delay, mistake or defect in transmission or in its network facilities.
- c) The quality of Microcell ERS is subject to the conditions outlined in paragraph 5 of this tariff.

**8. Quality of the Municipality's Service**

- a) The Municipality shall implement and ensure the operation of its Call Answer Centre in a manner that meets quality standards generally accepted in North America for such services. The following are examples of the content of quality standards generally accepted in North America:
  - i) provisioning of 24 hour service;
  - ii) answering the 9-1-1 call within two rings;
  - iii) providing effective response including transfer/conference of calls to the appropriate Call Answer Centres and ERAs; and
  - iv) recording and logging all calls.

**9. Implementation**

The implementation of Microcell ERS within the 9-1-1 Serving Area shall be carried out pursuant to an implementation schedule to be mutually agreed to by Microcell, the Municipality and the 9-1-1 Service Provider (the "Parties") and which may be changed from time to time by agreement of the Parties.

**Article 524 Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) – Ontario et Québec (suite)****7. Qualité du SAU Microcell (suite)**

- b) Microcell convient de rétablir le service aussi rapidement que possible et en priorité en cas d'interruption, de retard, d'erreur ou de défectuosité relatifs à la transmission ou aux installations réseau.
- c) La qualité du SAU Microcell est assujettie aux modalités décrites dans le paragraphe 5 du présent Tarif.

**8. Qualité du service de la Municipalité**

- a) La Municipalité convient de mettre en œuvre et d'assurer l'exploitation de son Centre de prise d'appels de manière à respecter les normes de qualité généralement reconnues en Amérique du Nord pour de tels services. Des exemples de contenus de normes de qualité généralement reconnues en Amérique du Nord sont présentés ci-dessous :
  - i) un service 24 heures sur 24 ;
  - ii) la réponse à un appel 9-1-1 en moins de deux coups de sonnerie ;
  - iii) un service de réponse efficace, y compris l'acheminement des appels vers le Centre de prise d'appels ou le CIU approprié ou l'établissement d'un appel conférence avec ces centres ; et
  - iv) l'enregistrement et la consignation de tous les appels.

**9. Mise en oeuvre**

La mise en œuvre du SAU Microcell dans la Zone de desserte 9-1-1 se déroulera conformément à un calendrier de mise en œuvre dont Microcell, la Municipalité et le Fournisseur de service 9-1-1 (les « Parties ») auront mutuellement convenu et qui peut être modifié à l'occasion par une entente entre les Parties.

**Item 524      Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)****10.      Limitation of Liability**

- a) Microcell's liability for the performance of its obligations pursuant to this Tariff shall be subject to and governed by Microcell's General Tariff Item 102 – General Rights and Obligations.
- b) Except with regard to physical injuries, death or damage to property occasioned by its negligence, the Municipality's liability for negligence is limited to \$20.
- c) The Municipality and Microcell shall, during the term of this Tariff, maintain sufficient insurance to cover their respective obligations under this Tariff and shall provide evidence of same to Microcell or the Municipality, as the case may be, or, if the Municipality or Microcell is self-insured, provide to Microcell or the Municipality, as the case may be, evidence that is satisfactory to Microcell or the Municipality, as the case may be, that the Municipality or Microcell is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Tariff.

**11.      Force Majeure**

- a) Neither Microcell nor the Municipality shall be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes and, generally, as a result of any event that is beyond the Municipality's or Microcell's reasonable control.

**Article 524      Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell ) – Ontario et Québec (suite)****10.      Limitation de responsabilité**

- a) La responsabilité de Microcell en matière d'exécution de ses obligations conformément au présent Tarif est assujettie et régie par l'article 102 du Tarif Général de Microcell intitulée *General Rights and Obligations*.
- b) La responsabilité de la Municipalité en matière de négligence, à l'exception des préjudices physiques, de la mort ou des dommages à la propriété découlant de sa négligence, est limitée à 20 \$.
- c) La Municipalité et Microcell doivent, pendant la durée du présent Tarif, souscrire une police d'assurance suffisante pour couvrir leurs obligations respectives en vertu du présent Tarif et doivent se fournir l'une l'autre la preuve de cette assurance ou, dans le cas où elles seraient auto-assurées, fournir une preuve satisfaisante à l'autre partie que Microcell ou la Municipalité, selon le cas, est et sera en tout temps pertinent en mesure d'exécuter ses obligations financières découlant de ses responsabilités en vertu du présent Tarif.

**11.      Force majeure**

- a) Ni Microcell ni la Municipalité seront tenues responsables de tout dommage ou retards résultant d'une guerre, d'une invasion, d'une insurrection, d'une manifestation ou de toute décision prise par les autorités civiles ou militaires, d'incendies, d'inondations, de grèves ou, de façon générale, résultant de toutes circonstances hors du contrôle raisonnable de la Municipalité ou de Microcell.

**Item 524 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)**

**11. Force Majeure (cont'd)**

- b) The Municipality may designate a back-up Call Answer Centre to which 9-1-1 calls will be directed in the event the primary Call Answer Centre is unable to accept the calls for any reason.
- c) Microcell and the Municipality shall, in the event of a disaster or force majeure, co-operate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.
- d) The costs required to provide temporary replacement service shall be borne according to the sharing of obligations between Microcell and the Municipality, as indicated in article 4 of this Tariff.

**12. 9-1-1 Municipal Charges**

- a) Microcell provides an optional billing and collection arrangement for Municipalities whereby, subject to paragraph 12(f), it collects monthly from its end user subscribers 9-1-1 Municipal Charges for each of its Exchange Services.
- b) The Municipality will assign to Microcell its accounts receivable for the 9-1-1 Municipal Charges for an amount equivalent to their full value less a discount of 12.77% on the billed charges and less those charges that Microcell's end user subscribers have specifically and expressly refused to pay as such.

**Article 524 Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) – Ontario et Québec (suite)**

**11. Force majeure (suite)**

- b) La Municipalité pourra désigner un Centre de prise d'appels de relève auquel les appels 9-1-1 seront acheminés lorsque le Centre de prise d'appels principal est incapable de recevoir les appels pour quelque raison que ce soit.
- c) Microcell et la Municipalité conviennent, en cas de sinistre ou de force majeure, de collaborer et de prendre toutes les mesures raisonnables nécessaires pour assurer un service de relève temporaire jusqu'à ce que le service permanent soit entièrement rétabli.
- d) Les coûts nécessaires pour assurer le service de relève temporaire seront imputés suivant le partage des obligations entre Microcell et la Municipalité, comme il est indiqué au paragraphe 4 du présent Tarif.

**12. Redevances municipales pour le service 9-1-1**

- a) Microcell offre à la Municipalité un accord de facturation et de recouvrement selon lequel, aux termes de l'alinéa 12 f), Microcell perçoit à chaque mois de ses abonnés finaux des redevances municipales pour le service 9-1-1, et ce, pour chacun de ses Services locaux. C C
- b) La Municipalité cédera à Microcell ses comptes débiteurs relatifs aux redevances municipales pour le service 9-1-1, pour un montant équivalent à la pleine valeur de celles-ci moins une remise égale à 12,77 % des redevances facturées et moins un montant équivalent aux redevances qu'un ou des abonnés finaux de Microcell ont spécifiquement et expressément refusé d'acquitter à ce titre. C

**Item 524 Microcell 9-1-1 Emergency Reporting Service (Microcell ERS) – Ontario and Quebec (cont'd)**

**Article 524 Service d'appels d'urgence 9-1-1 de Microcell (SAU Microcell) – Ontario et Québec (suite)**

**12. 9-1-1 Municipal Charges (cont'd)**

**12. Redevances municipales pour le service 9-1-1 (suite)**

- c) The 9-1-1 Municipal Charges billing and collection service is provided under the terms of this Tariff and an agreement the Municipality has entered into with Microcell.
- d) The 9-1-1 Municipal Charges billing and collection service is provided subject to the availability of suitable facilities. It is available to Municipalities in the Province of Quebec only.
- e) Microcell cannot suspend or terminate the provision of any of its Exchange Services to its end user subscribers solely for the non-payment of these charges.
- f) Notwithstanding paragraph 12(a), Microcell may decide not to bill 9-1-1 Municipal Charges to its end user subscribers or to bill only a portion of the Municipal Charges, however, Microcell shall make any payments contemplated in paragraph 12(b) as if the Municipal Charges had been billed by Microcell to its end user subscribers.

- c) Le service de facturation et de recouvrement des redevances municipales pour le service 9-1-1 est fourni conformément aux modalités du présent Tarif et à l'accord dont la Municipalité a convenu avec Microcell.
- d) Le service de facturation et de recouvrement des redevances municipales pour le service 9-1-1 est fourni à condition que Microcell dispose des moyens nécessaires à cette fin. Ce service n'est offert qu'à une Municipalité de la province de Québec seulement.
- e) Microcell ne peut interrompre ni mettre fin à la prestation de ses Services locaux aux abonnés finaux, uniquement à cause du non-paiement des dites redevances.
- f) Nonobstant l'alinéa 12 a), Microcell peut décider de ne pas facturer, ou de facturer en partie seulement, à ses abonnés finaux les redevances municipales pour le service 9-1-1. Cependant, Microcell doit honorer ses paiements aux termes de l'article 12 b), comme si les redevances municipales avaient été facturées par Microcell à ses abonnés finaux.

C  
C  
C  
C

C  
C  
C  
C

**Part E Other Interconnection Services**

N

**Item 525** Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan**1. Definitions**

For the purposes of this Tariff, capitalized terms have the meanings defined below:

*“ALI”*: Automatic Location Identification.

A database feature that displays to Call Answer Centres and ERAs address/location data with respect to the cell site/sector that captured the 9-1-1 call.

*“Call Answer Centre”*:

A communication centre which is the first point of reception of 9-1-1 calls. (Sometimes referred to as a Primary PSAP.)

*“CRTC”*: The Canadian Radio-television and Telecommunications Commission.

*“ESRD”*: Emergency Service Routing Digits:

A network-based 10-digit routable, non-dialable, telephone number used by a wireless CLEC to uniquely identify a cell site/sector. The ESRD is used by the 9-1-1 service to route the call to the appropriate PSAP. The ESRD must be unique and cannot be a telephone number assigned to an end user.

*“ESZ”*: Emergency Service Zone:

The geographic area served by a fire, police, or ambulance service.

*“Exchange Service”*:

Any local telecommunications service offered by Fido to its end users.

N



**Item 525** Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan (cont'd)

N

**1. Definitions (cont'd)**

|

*"ERA"*: Emergency Response Agency:

The communication centre to which emergency calls are transferred from a Call Answer Centre, and which is normally the fire, police or ambulance agency responsible for dispatching emergency personnel.

*"9-1-1 Service Provider"*

The Incumbent Local Exchange Carrier (ILEC) that provides a 9-1-1 service to the Municipality pursuant to a tariff and/or agreement through which access to 9-1-1 emergency calling is made available to the ILEC's end users located within the 9-1-1 Serving Area.

*"SAG"*: Street Address Guide

A list that contains street names, number ranges, and extended municipality name within Fido's 9-1-1 serving area.

*"Serving Area"*:

The area, as determined by the Municipality, from which 9-1-1 calls will be directed to a particular Call Answer Centre.

*"Wireless E9-1-1"*:

Refers to the capability to display at a PSAP, in real time while a wireless 9-1-1 call is in progress, the caller's 10-digit call-back number as well as the address of the cell site/sector that captured the call.

N

**Item 525** Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan (cont'd)

N

**2. Service Description**

- a) Fido ERS in Saskatchewan is provided to Fido's end users connected to Fido's network by any of Fido's Exchange Services. The service is available to municipalities and/or other governments ("Municipality"). The service provides for the transport of 9-1-1 dialed calls to Call Answer Centres and other ERAs.
- b) The service provides Fido's end users with the universally recognized 9-1-1 three-digit dial access to ERAs serving their communities. Fido provides its end users with access to the 9-1-1 code from each of its central offices to provide service coverage specified by the Municipality. Answering of the call and the emergency response is the responsibility of the Municipality and is not provided by Fido as part of Fido ERS.
- c) The 9-1-1 call is delivered to a Call Answer Centre operated by the Municipality. The attendant at the Call Answer Centre determines the nature of the emergency and forwards the call to the appropriate fire, police or ambulance dispatch centre. The answering attendants at the ERAs are supported by the following special features provided by the 9-1-1 Service Provider in accordance with its tariffs and agreements.
- i) Selective Routing and Transfer

The 9-1-1 Service Provider maintains a central database in its network that will automatically route the 9-1-1 call to a pre-assigned Call Answer Centre based upon the ESRD/ALI of the cell site/sector which captured the 9-1-1 call.

N

**Item 525** Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan (cont'd)

N

## 2. Service Description (cont'd)

### ii) Automatic Location Identification (ALI)

The 9-1-1 Service Provider maintains the ALI database.

### iii) Integrity Check

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

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

## 3. Object

In accordance with the terms and conditions of Fido's General Tariff, the Municipality and Fido shall fulfill their respective obligations under this Tariff in order to make available a 9-1-1 emergency calling service to Fido's end users, and shall be bound by the provisions of the Tariff, except to the extent that a written agreement executed by Fido and the Municipality and approved by the CRTC explicitly modifies or supercedes the provisions of this Tariff in relation to that Municipality.

## 4. Terms of Service

4.1 Fido ERS is provided under the following terms. Fido shall:

- a) Make Fido ERS accessible to all of Fido's end users in the 9-1-1 Serving Area.

N

**Item 525** Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan (cont'd)

N

**4. Terms of Service (cont'd)**

- b) Provide Fido ERS through the network of the 9-1-1 Service Provider.
- c) Provide ESRD and ALI data to the 9-1-1 Service Provider which, in turn, shall provide such data to the Call Answer Centre and ERAs as deemed appropriate by the Municipality and the 9-1-1 Service Provider.
- d) Maintain and update the SAG subject to receipt of the information required to be provided by the Municipality pursuant to paragraphs 4.2(c)(iii) and 4.2(c)(iv).
- e) Provide a telephone number to the PSAP that is accessible 24 hours a day and seven days a week, for reporting on troubles.

N

**Item 525** Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan (cont'd)

N

**4. Terms of Service (cont'd)**

4.2 As conditions of accepting 9-1-1 calls from Fido's end users, the Municipality shall:

- a) Provide and operate a Call Answer Centre for the 9-1-1 Serving Area on a 24-hour, 365 days per year basis. The Municipality may contract with a third party for the management and operation of the Call Answer Centre but the Municipality shall remain responsible for all aspects of the operation of the Call Answer Centre and shall not be relieved of its obligations under this Tariff.

N

**Item 525** Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan (cont'd)

N

#### 4. Terms of Service (cont'd)

- b) Provide, operate and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls directed to the Call Answer Centre.
- c) Co-ordinate participation of all ERAs in the 9-1-1 Serving Area with respect to Fido ERS. This shall include:
  - i) ensuring the involvement of the ERAs;
  - ii) determining the 9-1-1 Serving Areas and ESZs served by the Call Answer Centre and ERAs;
  - iii) providing and validating, as required by Fido, all geographical data, including street names, addresses, and borders of the 9-1-1 Serving Areas and ESZs; and
  - iv) informing Fido of all changes that may occur in the geographical data.

4.3 Fido shall provide Fido ERS to, and the Municipality shall accept 9-1-1 calls from, roaming end users in the 9-1-1 Serving Area. Roaming end users may include Fido's end users from other Fido serving areas as well as the end users of Fido's domestic and international roaming partners.

#### 5. Characteristics of Service

Fido ERS permits the utilization of ESRD, ALI and Selective Routing and Transfer features. The availability and reliability of these features depends on the following:

- a) The terminal systems and the operating mode selected for the Call Answer Centres and ERAs;
- b) The type of Exchange Service and the equipment and/or telephone systems from which 9-1-1 calls originate;

N

**Issue Date:** December 14, 2007

Telecom Order CRTC 2007-499

**Effective Date:** December 21, 2007

**Item 525** Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan (cont'd)

N

**5. Characteristics of Service (cont'd)**

- c) The accuracy of the data, which itself is dependent upon the information provided by various sources (for example, Fido, the Municipality, the 9-1-1 Service Provider, other telecommunications carriers, etc.); and
- d) The characteristics and reliability of the 9-1-1 service provided by the 9-1-1 Service Provider to the extent that Fido's participation in the provision of Fido ERS is dependent on the 9-1-1 service provided by the 9-1-1 Service Provider.

**6. Confidentiality**

- a) Any information provided by Fido to the Municipality, its employees, servants, agents and/or co-contractors pertaining to the design, the development, the implementation, the operation and the maintenance of Fido ERS is confidential, and shall be provided only to such persons who have a need to know for the purposes of providing a 9-1-1 emergency calling service.
- b) Fido provides to the 9-1-1 Service Provider, which in turn provides to the Municipality, on a call-by-call basis for the operation of Fido ERS, the telephone number of the end user who placed the 9-1-1 call and the location of the cell site/sector that captured the 9-1-1 call. When required, Fido also provides the class of service. The information, if confidential, is provided on a confidential basis to the 9-1-1 Service Provider and, in turn, to the Municipality for the sole purpose of responding to 9-1-1 emergency calls.

N

**Item 525** Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan (cont'd)

N

## 6. Confidentiality (cont'd)

- c) The information consisting of telephone numbers of Fido's end users whose listings are not published in directories or listed in Directory Assistance records is confidential. Information is provided on a call-by-call basis for the sole purpose of responding to 9-1-1 emergency calls. The party calling 9-1-1 waives any right to privacy afforded to the extent that the telephone number associated with the originating telephone is furnished to the Municipality operating a Call Answer Centre.
- d) Furthermore, Fido and the Municipality shall abide by all applicable legislation with respect to the protection of privacy in effect from time to time.

## 7. Quality of Fido ERS

- a) Fido shall install and operate Fido ERS in a manner that meets quality standards generally accepted in North America for such services. The following are examples of the content of quality standards generally accepted in North America:
- i) average of 0.1% blocking within the network;
  - ii) diverse telephone networking capabilities; and
  - iii) updated ESRD/ALI records to the 9-1-1 Service Provider's database.

N



**Item 525** Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan (cont'd)

N

### 7. Quality of Fido ERS (cont'd)

- b) Fido shall restore service as quickly as possible and on a priority basis should there be any interruption, delay, mistake or defect in transmission or in its network facilities.
- c) The quality of Fido ERS is subject to the conditions outlined in paragraph 5 of this tariff.

### 8. Quality of the Municipality's Service

- a) The Municipality shall implement and ensure the operation of its Call Answer Centre in a manner that meets quality standards generally accepted in North America for such services. The following are examples of the content of quality standards generally accepted in North America:
  - i) provisioning of 24 hour service;
  - ii) answering the 9-1-1 call within two rings;
  - iii) providing effective response including transfer/conference of calls to the appropriate Call Answer Centres and ERAs; and
  - iv) recording and logging all calls.

### 9. Implementation

The implementation of Fido ERS within the 9-1-1 Serving Area shall be carried out pursuant to an implementation schedule to be mutually agreed to by Fido, the Municipality and the 9-1-1 Service Provider (the "Parties") and which may be changed from time to time by agreement of the Parties.

N

Item 525 Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan (cont'd)

N

#### 10. Limitation of Liability

- a) Fido's liability for the performance of its obligations pursuant to this Tariff shall be subject to and governed by Fido's General Tariff Item 102 – General Rights and Obligations.
- b) Except with regard to physical injuries, death or damage to property occasioned by its negligence, the Municipality's liability for negligence is limited to \$20.
- c) The Municipality and Fido shall, during the term of this Tariff, maintain sufficient insurance to cover their respective obligations under this Tariff and shall provide evidence of same to Fido or the Municipality, as the case may be, or, if the Municipality or Fido is self-insured, provide to Fido or the Municipality, as the case may be, evidence that is satisfactory to Fido or the Municipality, as the case may be, that the Municipality or Fido is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Tariff.

#### 11. Force Majeure

- a) Neither Fido nor the Municipality shall be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes and, generally, as a result of any event that is beyond the Municipality's or Fido's reasonable control.

N

Item 525 Fido 9-1-1 Emergency Reporting Service (Fido ERS) – Saskatchewan (cont'd)

N

**11. Force Majeure (cont'd)**

- b) The Municipality may designate a back-up Call Answer Centre to which 9-1-1 calls will be directed in the event the primary Call Answer Centre is unable to accept the calls for any reason.
- c) Fido and the Municipality shall, in the event of a disaster or force majeure, co-operate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.
- d) The costs required to provide temporary replacement service shall be borne according to the sharing of obligations between Fido and the Municipality, as indicated in article 4 of this Tariff.

N