

**TITLE PAGE**

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**Bruce Telecom**

**ACCESS SERVICES TARIFF**

This Tariff sets out the rates, terms and conditions applicable to the interconnection arrangements provisioned to Competitive Local Exchange Carriers operating within Bruce Telecom's SILEC operating territory

**CODES AND SYMBOLS**

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**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



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**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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**1. SERVICE DESCRIPTION**

A service for the connection of equipment and facilities of Interexchange Carriers (IXCs) to Company provided equipment and facilities, subject to availability, to permit IXCs and resellers to provide long distance services to their subscribers.

**2. DEFINITIONS**

For the purpose of this Tariff item:

**Circuit** means one or more facilities that, connected in tandem, provide a single channel or transmission path between two or more points. In the context of this Tariff, a circuit is a voice-grade analogue channel or a digital 64 Kbps (DS0) channel.

**Data Service** means a telecommunications service other than a voice service, and including a facsimile service.

**Direct Connection** means a connection of any equipment, apparatus, lines, circuits, switches or devices owned, leased or provided by the IXC, to the Company's system.

**Indirect Connection** means a connection of any equipment, lines, circuits, switches or devices owned, leased or provided by the IXC, to the terminal equipment or facilities located in the IXC's subscriber's premises, which equipment or facilities are then connected to the Company's system.

**Interexchange Carrier (IXC)** means a facilities-based provider of telecommunications services, having a unique Carrier Identification Code, who is regulated by the Canadian Radio-television and Telecommunications Commission (CRTC), or authorized hybrid carriers/resellers having a unique Carrier Identification Code, who are regulated by the CRTC and who, while owning some facilities, rely on other IXCs to provide part of their network(s). The term IXC also applies to any Canadian Carrier as defined in the Federal *Telecommunications Act* and which has a unique Carrier Identification Code.

**Interpositioned** means the positioning of subscriber equipment, facilities or apparatus between any circuit, equipment, facility or service owned, leased or provided by the Company, and any circuit, equipment, facility or service owned by the IXC, or leased from or provided by any person other than the Company on behalf of the IXC or Reseller.

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**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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M/F 2. **DEFINITIONS** – continued

**Resale** means the subsequent sale or lease on a commercial basis with or without adding value, of a telecommunications service leased from an IXC or the Company.

**Reseller** means a person engaged in resale.

**Subscriber** means a person for whom telecommunications equipment, facilities or long distance services have been provided by an IXC or a Reseller.

**Voice Service** means a two-way telecommunications service involving direct, real-time voice communication between two or more natural persons, but not including a service, the purpose of which is limited to the coordination or setting up of any data service.

3. **TERMS AND CONDITIONS**

3.01 The IXC or Reseller is deemed to be the Company's customer for any connections provided pursuant to this Tariff. Insofar as is reasonably applicable and not inconsistent with this Tariff, all other provisions of the Company's General Tariff, as amended from time to time, shall apply to bind the IXC and Reseller.

3.02 Any services provided to an IXC or Reseller pursuant to the Tariff may also be subject to the terms and conditions contained in technical or operational agreements between the Company and the IXC or Reseller.

3.03 Subject to technical availability, the Company shall provide:

(a) the IXC with access to the Company's Local Exchange Area through the following type of interconnection:

(1) **Trunk side Access:**

a trunk side interconnecting circuit utilizing Feature Group D, Common Channel Signaling System Number 7 (CCS7), switched access service between the IXC and the Company, that is accessed by 1+ or 101XXXX dialing plans for the purpose of routing traffic for the long distance services of the IXC.

**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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M/F 3. **TERMS AND CONDITIONS** – continued

(2) **Dedicated Access:**  
an interconnecting circuit that connects the IXC's subscriber's equipment or facilities or the IXC's subscriber's centrex service directly to the IXC's switch or switched network for the purpose of making calls over the IXC's message toll or other switched networks; and

(b) Long distance private line access consisting of the following:

(1) Analog Private Line Service: a dedicated voice service or data service at speeds up to 19.2 Kbps.

(2) Digital Private Line Service: a dedicated digital voice service or data service at speeds up to 2400 baud Asynchronous and 56 Kbps Synchronous.

(3) Interconnected Voice Service: dedicated services for which there is a direct connection, or an indirect connection to the Company's local exchange area or to another IXC, including Tie Line Service, Foreign Exchange Service and Off-Premise Extension Service; and

(4) Digital Wideband Service: digital services designed to provide integrated voice service, data service and image applications available in multiples of 64 Kbps (DS0) channels or 1.544 Mbps (DS1) channels.

(5) the Reseller with access to the Company's local exchange area through trunk side access (refer to 3.03(a)(1) above).

3.04 Dedicated Access shall only be provided to access an IXC's switched network where the Company can measure, either directly or by use of an appropriate proxy, the utilization of the dedicated access interconnecting circuit.

3.05 Long distance private line access shall meet the following restrictions to the satisfaction of the Company:

(a) the service utilizing such connection is dedicated to the private telecommunications needs of the IXC's subscriber and is not resold to or shared by other subscribers or users.



**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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M/F 3. **TERMS AND CONDITIONS** – continued

- (b) the IXC provided interexchange transmission facility associated with the service is dedicated to the private telecommunications needs of the IXC's subscriber and is not resold to or shared by other subscribers or users.
  - (c) one end of the interexchange transmission facility associated with the service is terminated at equipment dedicated to the IXC's subscriber; and
  - (d) the interexchange transmission facility associated with the service does not pass through an IXC or a non-subscriber provided switch between the connection with the Company's local exchange area and the IXC's subscriber's terminating location.
- 3.06 If the conditions in item 3.05 are not fully met to the satisfaction of the Company, then the interconnection shall be deemed to be providing trunk side access or dedicated access and shall be subject to the appropriate per minute contribution charges.
- 3.07 The Company will provide connections to an IXC for the purpose of furnishing competitive long distance voice services or data services or both, upon request from the IXC and on the condition that the request sufficiently specifies the name and address and address of the IXC's subscriber, the type of connection, the proposed location and technical requirements of the connections and information for installation purposes where such information is required by the Company.
- 3.08 Interconnection request(s) for long distance private line access shall contain the following information with respect to each interconnection:
- (a) a type of service offering by the IXC including name and classification;
  - (b) end-to-end circuit route including all points of service;
  - (c) total interexchange revenue billable;
  - (d) subscriber name, address, telephone number and contact person;
  - (e) circuit type, use and specifications, including data speed and type of signal (synchronous/asynchronous);
  - (f) monthly usage charges, if applicable;

**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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M/F 3. **TERMS AND CONDITIONS** – continued

- (g) type of subscriber equipment on which each end (or leg) of the circuit(s) terminate;
  - (h) whether or not the subscriber is a reseller of the IXC services pursuant to the terms and conditions of the IXC's Tariff.
  - (i) technical requirements of the requested interconnection;
  - (j) if applicable, the nature of any Channel deriving (multiplexing) equipment to be connected, as well as any subdivision of a facility into two or more channels; and
  - (k) any and all other information reasonably required by the Company for technical or billing purposes as agreed to by the parties, including information as to any change in the type or nature of any previously interconnected service.
- 3.09 The IXC and the Company shall be individually responsible for the provision of their respective facilities on either side of the point of physical interconnection. Nothing herein shall operate to convey to either party the ownership of, or any interest in, the facilities and equipment of the other party.
- 3.10 The provision of any connections outlined in this Tariff does not constitute a joining undertaking with the IXC or Reseller in the provision of any service.
- 3.11 The Company shall not be responsible to the IXC's or Reseller's subscriber for end-to-end service.
- 3.12 The IXC or Reseller shall furnish to the Company, at no charge, reasonable and adequate equipment space and electrical power as may be required by the Company to provide a connection at the IXC's or Reseller's premises, or the IXC's or Reseller's subscriber's premises, as the case may be. The IXC or Reseller shall also make appropriate arrangements to that the Company's agents and employees with identifiable need have access to such premises at all reasonable times.
- 3.13 The Company makes no representation or warranty that its system is adapted or shall remain adapted for use in connection with that of the IXC.

**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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M/F 3. **TERMS AND CONDITIONS** – continued

- 3.14 The Company reserves the right to change, in whole or in part, the design, function, operation or layout of its equipment, apparatus, lines, circuits, switches or devices or any other component of its system as it considers, in its sole discretion, necessary or desirable. In no event shall the Company be responsible to the IXC or Reseller for any of its equipment, apparatus, lines, circuits, switches or devices, or other components, either in whole or in part, that cease to be compatible with those of the IXC or Reseller, or that become inoperative because of changes to the Company's equipment, apparatus, lines, circuits, switches or devices or other components.
- 3.15 If the Company intends to make any changes in its operations, services or system that would materially affect the IXC's or Reseller's operations, services or system, including any changes referred to in the item above, the Company shall, where practical, give one (1) year's prior written notice of any such changes and shall attempt to coordinate changes with the IXC or Reseller. Where it is not possible to give the IXC or Reseller prior notice, the Company shall provide the IXC or Reseller with notice after the decision to proceed with any such changes has been made.
- 3.16 When it is necessary for the Company to install special or supplemental equipment, or to incur any unusual expense in order to meet the IXC's or Reseller's requirements, the IXC or Reseller shall pay any additional charge as may be assessed by the Company based on the equipment installed or the unusual expense incurred. In addition, when the IXC or Reseller cancels an application for Interexchange Carrier Access Service after the Company has incurred costs associated with the provisioning of Interexchange Carrier Access Service, the IXC or Reseller will pay all such costs incurred by the Company.
- 3.17 An IXC shall not bypass the Company by the IXC utilization of facilities or services that act as substitutes to the facilities and services provided by the Company within the Company's local exchange area and that enables telecommunications services to be established without the facilities or services provided by the Company.
- 3.18 The IXC shall ensure that subscriber equipment or facilities are not interpositioned between the Company's system and the system of the IXC.

**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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M/F 3. **TERMS AND CONDITIONS** – continued

- 3.19 In the event that the IXC or Reseller fails to comply with any of the terms and conditions contained in this Tariff, the Company may, in its sole discretion, disconnect the services provided to the IXC or Reseller under this Tariff, in addition to any other right or remedy the Company may have.
- 3.20 Where a connection is furnished by the Company to the IXC or Reseller under this Tariff, the following conditions shall apply:
- (a) the operating characteristics of any equipment, facility, service or communication system provided by the IXC or Reseller or by the IXC's or Reseller's subscriber, shall not interfere in any manner whatsoever, with any of the services offered by the Company.
  - (b) the equipment, facilities or system provided by the IXC or Reseller, or by the IXC's or Reseller's subscriber, shall not endanger the safety of the Company's employees or the public; shall not damage or interfere with the proper functioning of the Company's equipment or facilities or otherwise injure the public in its use of the Company's services; and
  - (c) upon notice from the Company that the equipment, facility or system provided by the IXC or Reseller, or by the IXC's or Reseller's subscriber, is causing, or is likely to cause, such interference or hazard as set out in 3.20 (a) or (b) above, the IXC or Reseller shall immediately take all such steps as shall be necessary to remove or prevent such interference or hazard.
- 3.21 If the characteristics or method of operation are not in accordance with the conditions set out in item (t), the Company shall, where practicable, notify the IXC or Reseller that temporary discontinuance of the use of any circuits, facilities or equipment may be reviewed. When prior notice is not practicable, nothing contained within this Tariff shall be deemed to preclude the Company from, and the Company shall have the right to, temporarily discontinue, forthwith the availability to the IXC or Reseller of any circuit, facility or equipment. In cases of such discontinuance, the IXC or Reseller shall be notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance.
- 3.22 During any period of temporary discontinuance of service caused by a trouble or condition arising in the IXC's or Reseller's operations, facilities or network, no refund shall be made for interruption of service.

**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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M/F 3. **TERMS AND CONDITIONS** – continued

- 3.23 The Company shall be solely responsible for the switching and routing of all telecommunications traffic on its system and to the point of interconnection with the system of the IXC. At its sole discretion the Company may provide alternative facilities for the purposes of route diversity. The Company may utilize any facilities it considers appropriate to provide services pursuant to this Tariff.
- 3.24 The IXC shall not own, provide or lease from any third party any local switching, distribution or transmission facility within the Company's local exchange area.
- 3.25 The Company will provide the IXC or Reseller with the earliest possible notice of all network outages affecting the operation of the IXC's or Reseller's network.

4. **FACILITIES**

- 4.01 The Company will furnish to the Interexchange Carrier (IXC), subject to the availability of facilities, interconnecting circuits, Common channel Signaling 7(CCS7) connections and appropriate Automatic Number Identification (ANI) or Caller ID signaling, for the purpose of testing its network at the rates and charges for such connections specified in the Company's Tariffs.
- 4.02 Connections furnished to the IXC pursuant to this Item will be restricted to testing functions. The IXC shall not use these connections to carry any of its administrative or commercial traffic.
- 4.03 Contribution charges will not apply to facilities designated as test facilities.

**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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**5. INTERCONNECTING CIRCUITS WITH TRUNK SIDE ACCESS**

- 5.01 An interconnecting circuit with trunk side access refers to a connecting arrangement provided by the Company over which traffic from the IXC's network can be routed for termination in the local PSTN.
- 5.02 An interconnecting circuit with trunk side access may be arranged for Feature Group D service, that provides the IXC with the capability to offering subscribers access to its network by dialing 1+, 0+, 00-, 10XXX, 01+ or 011+. Interconnecting circuits with trunk side access arranged for Feature Group D service can only be connected to an End Office (Direct Connection), using CCS7 signalling, subject to the availability of suitable facilities.
- 5.03 Access to the IXC's network from the Company's pay telephones is available via 10XXX dialing. The Company will not accept coin payment for such calls.
- 5.04 The following service charges are associated with the provisioning of interconnecting circuits with trunk side access and CCS7 links and will apply for each DS-0 Set. A DS-0 Set is defined as a group of DS-0's that are of the same type, within the same DS-1, connected to the same location and ordered at the same time.

Description	Service Charge
Inward Order, each DS-0 Set	\$1,021.45
Change Order, each DS-0 Set	\$667.07

**6. STANDBY CIRCUITS**

- 6.01 All requests to establish standby circuits and to subsequently remove the standby condition must be addressed to the Company.
- 6.02 Upon removal of the standby condition, the standby circuits may be used only for the type of service (PSTN connectivity, Advantage Preferred Service connectivity, Advantage Toll-free Service connection and 800/888 Access) specified in the original order that established them.
- 6.03 The Company will furnish standby circuits where the availability exists at the rates and charges as specified in paragraph 5.04 for interconnecting circuits with trunk side access.
- 6.04 The administration order service charges to establish or remove a standby condition on interconnecting circuits shall comply with the Company's General Tariff.
- 6.05 Contribution charges do not apply to interconnecting circuits designated as standby circuits.

**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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**7. CARRIER NETWORK PROFILE CHANGE**

- 7.01 Prior to an IXC initially being provided with interconnecting circuits with trunk-side access, the IXC is required to complete a Carrier Profile Questionnaire (CPQ) to select network and translation options. The CPQ data is subsequently programmed into the Company's switches, as required.
- 7.02 Service charges as outlined in 7.03 below apply to change the selected options and change the network translations in the Company's switches associated with each impacted Carrier Identification Code (CIC) at any time subsequent to the initial programming.
- 7.03 The following service charges apply at each End Office switch impacted by the IXC's request:

<b>Description CPQ Option Being Changed</b>	<b>Service Charge</b>
International Calling	\$145.00
Abbreviated Dialing No. 1	\$145.00
Presubscription Indication	\$145.00

**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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M/F **8. BULK TRANSFER OF A CUSTOMER BASE BETWEEN IXCs HAVING FEATURE D SERVICE**

- 8.01 This service is intended for situations such as acquisitions or mergers in which one IXC with Feature Group D service (the Acquiring IXC) acquired the equal access customer base of another IXC (the Original IXC). An Acquiring IXC can request the Company to convert the customer PIC selections from the Original IXC to the Acquiring IXC on a bulk transfer basis. Prior to the processing of such a bulk customer base transfer by the Company, the Acquiring IXC must provide the Company with documentation of the Original IXC's agreement to the bulk transfer of its customer base.
- 8.02 An Acquiring IXC requesting a bulk transfer of another IXC's customer base must provide the Company with advance notification of such request. Depending upon the size and nature of the customer base to be transferred, the specific timing of the transfer may be subject to negotiations with the Company.
- 8.03 Charges for processing a request for a bulk transfer of another IXC's customer base are assessed to the Acquiring IXC. The charges consist of two components, a basic charge per request and a variable charge per access line PIC selection transferred.

Description	Service Charge
Basic Charge, each request	\$18,653.33
Variable Charge, each access line	\$1.24

- 8.04 The above charges are in addition to any other rates and charges that may be applicable.
- 8.05 For long distance private line access interconnected voice service, the IXC shall pay the Company's tariffed cable mileage or digital facility charges, equipment and line charges and non-recurring charges.
- 8.06 For long distance private line access analog and digital private line service, the IXC shall pay the Company's tariffed cable mileage or digital facility charges, equipment and line charges and non-recurring charges.
- 8.07 For digital wideband service, payment by the IXC shall be derived on a DS-0 or DS-1 level whereby a single DS-1 equals twenty-four (24) DS-0 channels. The IXC shall pay the Company for cable mileage or digital facility charges, equipment and line charges and non-recurring charges.
- 8.08 Any charges for any service or connection provided to an IXC that are incurred by an IXC's subscriber or by an IXC for its subscriber, shall be billed to and payable by the applicable IXC.



**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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- M/F
8. **BULK TRANSFER OF A CUSTOMER BASE BETWEEN IXCs HAVING FEATURE D SERVICE**  
- continued
- 8.09 The above charges are in addition to any other rates and charges that may be applicable.
- 8.10 For long distance private line access interconnected voice service, the IXC shall pay the Company's tariffed cable mileage or digital facility charges, equipment and line charges and non-recurring charges.
- 8.11 For long distance private line access analog and digital private line service, the IXC shall pay the Company's tariffed cable mileage or digital facility charges, equipment and line charges and non-recurring charges.
- 8.12 For digital wideband service, payment by the IXC shall be derived on a DS-0 or DS-1 level whereby a single DS-1 equals twenty-four (24) DS-0 channels. The IXC shall pay the Company for cable mileage or digital facility charges, equipment and line charges and non-recurring charges.
- 8.13 Any charges for any service or connection provided to an IXC that are incurred by an IXC's subscriber or by an IXC for its subscriber, shall be billed to and payable by the applicable IXC.

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**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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M/F 9. **PIC PROCESSING**

- 9.01 When the IXC is provided with interconnecting circuits with trunk-side access arranged for Feature Group D service, the IXC can offer its subscribed customers access to its network through 1+, 0+, 01+, 011+, and 00- dialing. Such access is enabled through the identification of the IXC as the customer's Primary Interexchange Carrier (PIC). PIC selections may be specified for eligible Company-provided primary monopoly exchange services which provide direct voice access to the PSTN through "1+" dialing and which are provisioned in End Offices which support Feature Group D.
- 9.02 An IXC with Feature Group D service is required to establish a PIC processing account with the Company at least 60 calendar days prior to the requested commencement of PIC processing. When the account is established, the IXC must identify the PIC processing parameters and options required, as specified in the IXC's Customer Account Record Exchange (CARE) Profile which is provided in the PIC/CARE Manual. The establishment of the PIC processing account is subject to a service charge as specified in 9.08(1) below. Changes to the IXC's CARE Profile are subject to a service charge as specified in 9.08(2) below. Subsequent changes to these parameters and options must be provided in writing at least 30 calendar days prior to the requested date for implementation of the changes.
- 9.03 The Company will provide each IXC which establishes a PIC processing account with two copies of the PIC/CARE Manual. The PIC/CARE Manual reflects standards and procedures for the processing of PIC transactions between the Company and the IXC. Additional copies of the PIC/CARE Manual are provided subject to the charge as specified in 9.08(3) below.
- 9.04 PIC processing charges apply for establishing or changing the PIC selection for a customer's access line, such as for new or additional access lines, customer moves, and customer-initiated number changes. Charges for processing customer PIC transactions are assessed to the IXC selected by the customer and are specified in 9.08(4) below.

**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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M/F 9. **PIC PROCESSING** – continued

- 9.05 In the case of PIC selection changes which are disputed by the customer or an IXC on behalf of the customer, the customer's PIC selection will be reinstated to the previous PIC. The IXC must then provide evidence of customer authorization as described in the PIC/CARE Manual. If such customer authorization is not provided within 15 business days from the date of the request from the Company, the IXC will be deemed to have requested an unauthorized PIC change, and will be assessed the charge specified in 9.08(5) below. A PIC processing charge as described in 9.05 will also be assessed to the IXC having requested the unauthorized PIC charge, to cover the reinstatement of the unauthorized PIC to the previous PIC selection.
- 9.06 To enable the IXC to validate or place PIC subscription orders at the Working Telephone Number (WTN) level, the IXC may request and obtain from the Company a detailed record transaction in CARE format of all WTNs subscribed to a specific Billing Telephone Number (BTN). Service charges apply as specified in 9.08(6) below.
- 9.07 To enable the IXC to perform a reconciliation between the IXC's billing records and the Company's PIC database, the IXC may request a Verification Record from the Company. Verification Record transactions are subject to the service charge specified in 9.08(7) below.
- 9.08 PIC processing charges are as follows:

<b>PIC Processing:</b>		<b>Service Charge</b>
1	Account Set-Up charge, each PIC processing account	\$706.68
2	Changes to CARE profile, each request	\$188.31
3	PIC/CARE Manual, each additional copy	\$88.34
4	PIC Processing charge, each access line	\$6.08
5	Unauthorized PIC Change charge, each access line	\$58.11
6	BTN Detail charge, each WTN provided	\$0.12
7	Verification Record charge, each access line	\$0.12

**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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**10. CUSTOMER INFORMATION REPORTS**

**10.01 General**

- (a) Customer Information Reports provide weekly listings of names, addresses and other information as described in (d) below related to orders from the Company's subscribers to install, remove or change the location of a service that will result in access line movement.
- (b) The information is provided in paper or electronic format, at the discretion of the Company, and is consistent in format with the telecommunications research and development company's Customer Account Record Exchange (CARE) standard.
- (c) Reports are available under the terms and conditions of a contract that specifies the contract period and termination charges. Under this contract, the customer must subscribe for the reports. The subscription fee is specified in 10.03(a) below. If the customer prior to the end of the contract period terminates the contract, a termination charge amounting to the remaining balance of the monthly subscription fees will apply.
- (d) The information provided for each report entry includes:
  - (1) Name
  - (2) Address
  - (3) Working Telephone Number
  - (4) Subscriber Type
  - (5) Activity Type
  - (6) Quantity of Lines
  - (7) Order Date and Due Date
  - (8) Non-Listed Indicator
  - (9) Privacy Code
  - (10) Company Order Number
  - (11) Related Order Identifier
- (e) To protect subscriber privacy, the customer will not engage in telemarketing when subscriber-requested privacy is indicated by the privacy code listed in (iv) above. Information about subscribers having non-published numbers will be excluded from the reports.

**INTERCONNECTION WITH INTEREXCHANGE CARRIERS**

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M/F 10. **CUSTOMER INFORMATION REPORTS** - continued

**10.01 General** - continued

- (f) The customer may choose, on a monthly basis or less frequently if required, any of the following optional features:
  - (1) Geographic filtering, which is the filtering of data on the basis of geographic coverage (all of the Company's operating territory or specific NPA and NXX codes).
  - (2) Subscriber filtering, which is the filtering of data on the basis of subscriber type (business/residence).
  - (3) Completion Status filtering, which is the filtering out of data related to subscriber orders that have already been completed by the time a particular report is produced.

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- (g) The selected optional feature(s) are defined and can be amended periodically by the customer at a charge as specified in 10.03(c)(4) below. Prior to delivery of the first report, the Company will provide the customer by way of a secure electronic transmission containing the table format to be used to define the selected optional features required. To change these requirements, the customer will deliver an updated electronic transmission to the Company with the appropriate revisions.

M/F

- (h) Charges for the basic reports are specified in 10.03(b) below. These charges consist of a fixed charge and a variable charge as specified in 10.03(b)(1) and 10.03(b)(2) respectively.
- (i) Charges for the optional features are specified in 10.03(c) below. These charges consist of a monthly charge for each of the selected features plus a fixed filtering and variable filtering charge as specified in 10.03(c)(1) plus 10.03(c)(2) and 10.03(c)(3) respectively.

INTERCONNECTION WITH INTEREXCHANGE CARRIERS

M/F 10. CUSTOMER INFORMATION REPORTS - continued

10.02 Definitions

For the purpose of this Tariff item:

**Subscriber** shall mean a residential or business customer to the Company switched voice monopoly access services.

**NPA** shall mean the Numbering Plan Area code used by the Company to indicate the various geographical areas within the Company's operating territory.

**NXX** shall mean the numerical code used by the Company to indicate a specific central office within an NPA.

10.03 Rates and Charges

	Description	Monthly Rate	Service Charge
(a)	Subscription Fee, each month	\$3,245.00	--
(b)	Basic Reports:		
(1)	Fixed charge, each report	\$2,152.00	--
(2)	Variable charge, each record	\$0.0124	--
(c)	Optional Features:		
(1)	Monthly Charges:		
	- Geographic filtering, each month	\$288.00	
	- Subscriber filtering, each month	\$288.00	
	- Completion filtering, each month	\$96.00	
(2)	Fixed filtering charge, each report	\$95.00	--
(3)	Variable filtering charge, each record	\$0.0009	--
(4)	Charge to amend an optional feature selection, the geographic coverage or subscriber type filtering, each request	--	\$200.00

**COMPENSATION PER CALL**

M/F

**1. SERVICE DESCRIPTION**

The assessment of an access charge for each toll-free call from the Company's public or semi-public telephones ("pay telephones") is referred to as "compensation per call".

**2. TERMS AND CONDITIONS**

2.01 The compensation per call charge applies to the IXC, for each completed toll-free call that originates from the Company's pay telephone and is carried by the IXC, except in limited situations where the toll-free call cannot be captured due to technical limitations.

2.02 Additional toll-free calls initiated through the use of the ":next call" key on the pay telephone are also subject to the compensation per call charge. However, additional toll-free calls achieved through the use of dialing sequences on the IXC's platform are not subject to the compensation per call charge.

2.03 Toll-free calls are considered completed when the call is answered.

2.04 Each month, the Company will send the IXC a composite electronic list of the toll-free numbers that originated at the Company's pay telephones and were carried by the IXC. The list will include the toll-free numbers that were called and the number of times they were called in the previous billing period. This information is available on a disaggregated basis by originating exchange and, if so requested by the IXXC, will be provided in that manner beginning with the first complete billing period following the request.

2.05 Call detail recording is not provided.

**3. CHARGES**

3.01 The compensation per call charge for each toll-free call is shown below. This charge will be attributed to the Company for each toll-free call routed over the Company's network.

<b>Service Item</b>	<b>Charge</b>
Compensation Per Call, each toll-free call	\$0.2382

**TOLL INTERCONNECTION SERVICES**

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This section is located in the Ontario Independent Services Tariff (OIST), Item 235, available at [www.itpa.ca](http://www.itpa.ca).



**BILLING & COLLECTION SERVICES**

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**1. SERVICE DESCRIPTION**

The Company will provide Billing and Collection Service to a Service Provider for eligible message toll service calls, as defined in the Company's Billing and Collection Services Agreement. Billing and Collection Service includes:

- 1.01 Preparation and rendering of bills for charges collected on behalf of the Service Provider, which are associated with Eligible Services provided to Customers of the IXC or reseller who also maintain accounts with the Company.
- 1.02 Collection of payments for charges associated with Eligible Services, including appropriate taxes which will be remitted by the Service Provider to the appropriate governments.
- 1.03 Answering of Customer questions regarding charges billed by the Company for such Eligible Services, excluding questions about the details of the IXC's or reseller's services, rates, rate structures and similar matters.
- 1.04 Application of credits and adjustments to Customer accounts, in accordance with Billing and Collection Services Procedures which are provided to the Service Provider from time to time by the Company.

**2. DEFINITIONS**

For the purposes of this Tariff item:

**Accounts Receivable** means an individual charge associated with an Eligible Service collected on behalf of a Service Provider according to the terms and conditions of the Company's Billing and Collections Services Agreement.

**Clearinghouse** is a party which settles, trades and regulates delivery of call records between carriers.

**Eligible Services** are telecommunications services, as specified in the Billing and Collection Services Agreement, which are provided by IXCs or resellers to Customers utilizing such IXCs' or resellers' respective networks.

**Service Provider** is either:

- (a) an IXC providing Eligible Services;
- (b) a reseller with interconnecting circuits with trunk-side access providing Eligible Services; or
- (c) a Clearinghouse acting on behalf of one or more such IXCs or resellers.

**BILLING & COLLECTION SERVICES**M/F 3. **TERMS AND CONDITIONS**

- 3.01 The Service Provider must execute a Billing and Collection Services Agreement, which details the terms and conditions of the service, with the Company.
- 3.02 For any call which is charged back to the Service Provider by the Company pursuant to the Billing and Collection Services Agreement, the Company will provide to the Service Provider the Customer's name, telephone number and billing address associated with the call.

4. **RATES AND CHARGES**

- 4.01 An accounts receivable management fee will apply to each Accounts Receivable collected on behalf of the Service Provider.

Service Item	Charge
Accounts Receivable Management fee as a percentage of the value of the Accounts Receivable collected	3.5%

- 4.02 In addition, processing charges per account receivable collected will apply each time an account receivable is:

- (a) returned prior to billing
- (b) billed to a Customer, or
- (c) returned or charged back to the Service Provider after billing

Service Item	Rate
Processing charge per account receivable returned prior to billing	\$0.0590
Processing charge per account receivable billed	\$0.1825
Processing charge per account receivable returned or charged back after billing	\$8.3100

**LOCAL NETWORK INTERCONNECTION**

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**1. GENERAL**

- 1.01 The services and arrangements contained in this Tariff item and related Bruce Telecom tariffs and agreements are made available only to Commission-approved Competitive Local Exchange Carriers (CLEC).
- 1.02 The provision of the services and arrangements specified in this Tariff item and related Bruce Telecom tariffs and agreements will be billed to and payable by the CLEC.
- 1.03 Insofar as they are reasonably applicable and not inconsistent with this Tariff item, all other Bruce Telecom tariffs, including any amendments to or replacements of them, extend and apply to this tariff item. The Terms of Service of Bruce Telecom, including any amendments to or replacements of them, apply to this tariff item with such modifications as the circumstances require.
- 1.04 Subject to the terms, conditions, rates and charges set out in applicable tariffs, other tariffs and agreements as may be applicable and, where Bruce Telecom's facilities permit, a CLEC may, except where expressly prohibited by Bruce Telecom's tariffs:
- (a) interconnect their local services and facilities to Bruce Telecom's services and facilities, offered under this Tariff item, subject to availability of Bruce Telecom's services and facilities;
  - (b) resell or share any of Bruce Telecom's services and facilities;
  - (c) provide local exchange telephone services; and,
  - (d) provide service to its customers which incorporate interconnection to the Public Switched Telephone Network (PSTN), using its own facilities, Bruce Telecom's facilities or the facilities of another facility provider.
- 1.05 Interconnection with CLECs will be made on a per Local Interconnection Region (LIR) basis.
- 1.06 Where a CLEC chooses to lease facilities from Bruce Telecom instead of building facilities to support interconnection of their POI with Bruce Telecom's POI, the CLEC will pay the tariffed rates for the associated facility or Competitor Service.

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**LOCAL NETWORK INTERCONNECTION**

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**2. DEFINITIONS**

For the purpose of this Tariff item:

**Bill and Keep** is a process whereby the originating Local Exchange Carrier (LEC) bills its end-customer for the call and keeps the corresponding revenues.

**Default Point of Interconnection (Default POI)** is the point within an LIR for a new interconnection arrangement, unless otherwise mutually agreed.

**Common Language Location Identifier (CLLI)** is an alphanumeric code used to identify physical locations and equipment, such as buildings, wire centres, poles and central offices.

**Competitive Local Exchange Carrier (CLEC)** is a Commission-authorized provider of local exchange service other than Bruce Telecom.

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

**End-customer** is the ultimate user of all telecommunications services sold on a retail basis by CLECs or Bruce Telecom.

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

**Interexchange Carrier (IXC)** is a Canadian carrier, as defined in section 2 of the Telecommunications Act, which provides interexchange services and is not Bruce Telecom's.

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

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

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

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**LOCAL NETWORK INTERCONNECTION**

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**2. 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 CLEC or DSLSP.

**Reseller** is a person engaged in resale, with or without adding value of a telecommunications service leased from an IXC or from Bruce Telecom.

**Trunk** is a DS-0 time slot or channel within Bruce Telecom - provided digital connection between the trunk-side of Bruce Telecom's local switch and the Cross-Connect panel used to provide interconnection arrangements.

**Trunk Group** is a group of equivalent trunks.

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**LOCAL NETWORK INTERCONNECTION**

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**3. TERMS AND CONDITIONS**

- 3.01 Bruce Telecom will provide the elements of local network interconnection subject to the availability of suitable facilities.
- 3.02 Bruce Telecom does not make any representation that the services in this Tariff item, or related Bruce Telecom Tariffs, shall at all times be available in the quantities requested and at the locations specified. Bruce Telecom shall, however, make every reasonable effort to make such services available on request.
- 3.03 If a CLEC cancels an application for service after Bruce Telecom has incurred costs associated with the provision of the service, the CLEC shall pay Bruce Telecom all incurred costs.
- 3.04 The type, location and timing of facilities to provide the elements of this Tariff item must be specified, at the time of the order, by the CLEC. If the type, location or timing of facilities is changed by the CLEC, any additional expense incurred will be charged to the CLEC.
- 3.05 Responsibility for services provided by Bruce Telecom to a CLEC may be assumed by another CLEC. The assuming CLEC of record shall be responsible for payment of all unpaid rates and charges incurred by the CLEC from whom it assumes the services and facilities.
- 3.06 The elements of local network interconnection are provided in accordance with the specifications, interfaces and parameters described in this Tariff item and applicable technical references. Bruce Telecom's primary obligation under this Tariff item is to provide local network interconnection in accordance with such specifications, network interfaces and parameters. Bruce Telecom does not warrant that its local network interconnection is compatible with any specific facilities or equipment or can be used for any particular purpose or service.
- 3.07 Traffic imbalance may occur for traffic that is interchanged between a CLEC and Bruce Telecom over designated Bill and Keep trunks. Bruce Telecom will notify the CLEC immediately upon detecting an imbalance. The monthly rates will be applied on the basis of actual traffic imbalances from the date of notification for as long as the imbalance exists. Billing would commence one month from the date of notification.

**LOCAL NETWORK INTERCONNECTION**

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**3. TERMS AND CONDITIONS** - continued

- 3.08 Services provided under the terms and conditions of this Tariff item will be maintained in accordance with the technical references.
- 3.09 The provision of local network interconnection outlined in this Tariff item does not constitute a joint undertaking with the CLEC in the furnishing of any service.
- 3.10 In the furnishing of services in this Tariff item, Bruce Telecom is not responsible to the CLEC or their end-customers for end-to-end service.
- 3.11 The CLEC will furnish or arrange to furnish to Bruce Telecom, at no charge, adequate equipment space and electrical power required by Bruce Telecom to provide the connections under this Tariff item at the CLEC's premises, or at the CLEC's end-customer's premises, as appropriate.
- 3.12 Subject to limitations imposed in Bruce Telecom's tariffs, any facilities and services of Bruce Telecom required by a CLEC for the purpose of resale or sharing may be acquired through any of Bruce Telecom's Tariffs including this Tariff item.
- 3.13 The CLEC will furnish or arrange to furnish to Bruce Telecom, at no charge, any additional facilities or protective apparatus that may be required to protect against any hazards associated with the particular nature or location of the connections.
- 3.14 When it is necessary for Bruce Telecom to install special equipment or to incur unusual expense in order to meet a CLEC's requirements, an additional charge may be assessed based upon the equipment installed or the expense incurred.

**4. NETWORK AND FACILITIES CHANGES**

- 4.01 Bruce Telecom does not make any representation that its equipment, facilities and services are, or will remain, adapted for use in connection with CLEC equipment, facilities and services.
- 4.02 Bruce Telecom reserves the right to change, in whole or in part, the design, function, operation, technology or layout of its equipment, apparatus, lines, switches, circuits, and devices as Bruce Telecom, in its sole discretion, considers necessary. Bruce Telecom shall not be responsible to the CLEC or the customers of the CLEC for their equipment, apparatus, lines, switches, circuits, devices, in whole or in part, which cease to be compatible with Bruce Telecom's facilities or which become inoperative because of such changes to Bruce Telecom's equipment, apparatus, lines, switches, circuits, devices or other components.

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**LOCAL NETWORK INTERCONNECTION**

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**4. NETWORK AND FACILITIES CHANGES - continued**

- 4.03 Bruce Telecom and CLECs will each provide network-to-network notification to the other party in accordance with the network-to-network notification requirements established by Telecom Letter Decision CRTC 94-11 and prior to implementing changes to the design, function, operation, technology or layout of its equipment, apparatus, lines, switches, circuits or devices.
- 4.04 Bruce Telecom shall have the right to modify its exchange or LIR boundaries from time to time. Bruce Telecom shall provide to the CLEC, no later than 31 December of each year, a forecast of exchange or LIR boundary changes which Bruce Telecom anticipates will be implemented during the following calendar year. In any event, Bruce Telecom shall provide to the CLEC not less than six (6) months prior notice of any exchange or LIR boundary affecting the territory served by the CLEC.
- 4.05 The CLEC shall not implement any change to its operations, services or network which would, in the reasonable assessment of Bruce Telecom, materially affect Bruce Telecom's operations, services or network, without the prior consent of Bruce Telecom, which shall not unreasonably be withheld.

**5. NETWORK OUTAGES**

- 5.01 Bruce Telecom will provide the CLEC with the earliest possible notice of all network outages affecting the operation of the CLEC's networks.
- 5.02 Bruce Telecom does not guarantee uninterrupted working of its service and/or equipment and shall not be liable to the CLEC, or to any other entity, for any failure or delay in performance of any service provided pursuant to this, or any other Bruce Telecom's tariff or agreement, to the extent that such failure or delay is attributable to causes or results from events beyond Bruce Telecom's reasonable control. Nothing in this Tariff item shall extend the liability of Bruce Telecom, as specified in Bruce Telecom's Terms of Service or General Regulations, in the event of network outages or other service problems.



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**LOCAL NETWORK INTERCONNECTION**

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**6. PROTECTION**

- 6.01 The characteristics and methods of operation of any circuits, facilities or equipment of the CLEC , when connected to Bruce Telecom, shall not:
- (a) interfere with or impair service over any facilities of Bruce Telecom or its connecting carriers involved in its services;
  - (b) cause damage to its plant;
  - (c) impair the privacy of any communication carried over its facilities; or
  - (d) create hazards to Bruce Telecom's employees or to the public.
- 6.02 If such characteristics or methods of operation are not in accordance with the preceding, Bruce Telecom will, where practicable, notify the CLEC that temporary discontinuance of the use of any circuits, facilities or equipment may be required. When prior notice is not practicable, nothing contained within this Tariff item shall be deemed to preclude Bruce Telecom from temporarily discontinuing forthwith the availability to the CLEC of any circuit, facility or equipment if such action is reasonable under the circumstances. In cases of such discontinuance, the CLEC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
- 6.03 During any period of temporary discontinuance of service caused by a trouble or condition arising in the CLEC's operations, facilities or network, no refund for interruption of service, as set forth in Bruce Telecom's Terms of Service or General Regulations, shall be made.

**LOCAL NETWORK INTERCONNECTION**

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**7. TRANSIT SERVICES**

7.01 Transit Services provide the exchange of local traffic via Bruce Telecom's networks between two carriers subscribing to the service, conditional on the existence of a business arrangement between two carriers originating and terminating traffic with each other and evidence of this business arrangement being provided to Bruce Telecom.

- (a) Transit service allows calls to be delivered to another CLEC for termination to the receiving CLEC's subscribers. The receiving CLEC may interconnect with Bruce Telecom within the same LIR as the sending CLEC, in which case local termination calls are permitted.
- (b) The carrier originating local transit traffic is responsible for providing the underlying facilities required to deliver the traffic to Bruce Telecom on dedicated one-way trunk groups.
- (c) Bruce Telecom will terminate local transit traffic via bill and keep trunks established between Bruce Telecom and CLECs.

**8. CONNECTION TO INSIDE WIRE**

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

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**LOCAL NETWORK INTERCONNECTION**


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**9. Rates and Charges**

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

**9.01 Termination of CLEC Intra LIR Traffic**

For traffic that is interchanged between a CLEC and Bruce Telecom over designated Bill and Keep trunks, traffic imbalance may occur. When a traffic imbalance exists, the party, either the CLEC or Bruce Telecom, which originates less traffic than it terminates is entitled to compensation. It is the responsibility of the party who is entitled to the compensation to detect and apply charges for the imbalance.

Bruce Telecom will notify the CLEC when an imbalance is detected in Bruce Telecom's favour. The monthly rates specified below apply, for each trunk required at the busiest hour of the month, on the basis of actual traffic imbalances from the date of notification of the imbalance, for as long as the imbalance exists.

For traffic imbalance of ...	Monthly Rate								
	>10%	>20%	>30%	>40%	>50%	>60%	>70%	>80%	>90%
up to 24 trunks, each trunk	\$2.05	\$3.40	\$4.78	\$6.14	\$7.50	\$8.87	\$10.22	\$11.59	\$12.96
up to 48 trunks, each trunk	3.20	5.35	7.49	9.62	11.76	13.90	16.05	18.20	20.33
up to 72 trunks, each trunk	3.56	5.93	8.31	10.68	13.05	15.43	17.81	20.18	22.56
up to 96 trunks, each trunk	3.75	6.24	8.74	11.23	13.74	16.23	18.72	21.22	23.71
more than 96 trunks, each trunk	3.84	6.41	8.96	11.53	14.08	16.65	19.21	21.78	24.34

**9.02 Transit Services**

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

Local Transit Service is provided between two CLECs conditional on the points of traffic interchange being in the same LIR.

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

**LOCAL NETWORK INTERCONNECTION**

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**9. Rates and Charges** - continued

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

Toll Transit service provides CLECs and IXCs with the option to deliver their toll traffic to each other via Bruce Telecom's networks.

For Toll Transit - terminating traffic, monthly charges apply to the IXC for interconnecting circuits and for network usage.

Toll Transit - originating traffic, in cases where Bruce Telecom bills the IXC, monthly charges for interconnecting circuits and network usage apply. Where Bruce Telecom bills the CLECs, monthly charges apply on a per trunk basis for each trunk used to deliver transit traffic to Bruce Telecom. These charges apply on a per trunk basis based on the size of the trunk group. Each transit trunk is provided on a DS-0 basis.

Service charges for both Toll Transit - terminating and originating apply to an IXC for any incremental facilities over which interconnecting circuits with trunk-side access are provided, as specified in the Ontario Independent Service Tariff 25611.

9.03 Local Transit Service provided to CLECs for the delivery of originating and terminating local transit traffic to another CLEC within the same LIR.

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

**LOCAL NETWORK INTERCONNECTION**

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**9. Rates and Charges - continued**

9.04 Toll Transit Service provided to CLECs and/or IXC's for delivery of toll traffic to each other via Bruce Telecom's network.

	Monthly Rate	Service Charge
<b>Toll Transit Service</b>		
Inward Order, each DS-0 set .....	-	Notes 1 & 2
Change Order, each DS-0 set .....	-	Notes 1 & 2
Interconnecting Circuits .....	Note 1	Note 1
Network Usage Charge, per minute .....	Note 3	-
<b>Originating Traffic Charge</b>		
Inward Order, each DS-0 set .....	-	Notes 1 & 2
Change Order, each DS-0 set .....	-	Notes 1 & 2
Interconnecting Circuits .....	Note 1	Note 1
Network Usage Charge, per minute .....	Note 3	-

Note 1: The rates and charges specified in the Ontario Independent Services Tariff (OIST) CRTC 25611 Item 235.2.2 – Toll Interconnection Services, Link Rates, Base Charges and Distance Charges, apply to an IXC for any incremental facilities over which interconnecting circuits with trunk-side access are provided.

Note 2: In addition to the service charges referenced in Note 1, the service charges specified in the Section 30.5, Service Charge, associated with the provision of interconnecting circuits with trunk-side access, will apply to an IXC for any incremental facilities over which interconnecting circuits with trunk-side access is provided, for each DS-0 set.

Note 3: The rates and charges apply to an IXC as specified in the Ontario Independent Services Tariff (OIST) CRTC 25611 Item 235.2.1 – Toll Interconnection Services.

**LOCAL NETWORK INTERCONNECTION**

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**10. Local Interconnection Regions (LIR)**

10.01 The LIR description in 10.02 below includes the LIR designation, indented under the LIR designation are the exchange names within each LIR and the default POI associated with each LIR. Exchanges served by "Remote" technology and theoretical exchanges are included in the LIR of the associated host exchange

10.02 Bruce Telecom's LIR is as follows:

Bruce Telecom LIR	Default POI
Kincardine	Port Elgin
Paisley	
Port Elgin	(PTELONXBDS1)*
Tiverton	

\*CLLI Code

**DIGITAL SUBSCRIBER LINE (DSL) ACCESS TO LINE SERVICE**

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**1. GENERAL**

The Digital Subscriber Line (DSL) Access to Line Service tariff provides DSL Service Providers with access to a Residence or Business customer's line for the purpose of connecting the line to the Service Provider's own DSL equipment, which is located at the Company's serving wire centre and in the end-user's premises. This gives the DSL Service Provider the capability to provide high-speed digital data transmission on the same line that the End-user has Primary Exchange Service.

Definitions for the purposes of this tariff:

**Digital Subscriber Line (DSL)** is a transmission technology that provides high speed transmission of data between the end-user(s) and the Service provider. The end-user will simultaneously be able to receive telephone service over the common copper loop.

**End-user** is the ultimate user of the high-speed digital service applications.

**Customer** is the DSL Service Provider subscribing to the Company's Digital Subscriber Line (DSL) Access to Line Service.

**MDF** is the Main Distributing Frame.

**Service Provider** is a provider of Digital Subscriber Line (DSL) service.

**2. CONDITIONS OF SERVICE**

- 2.01 This service is available in selected wire centres (host switch or switch remote) as determined by the Company and is subject to the availability of suitable facilities.
- 2.02 This service is restricted to End-users that subscribe to the Company's Primary Exchange Service, specifically Residence Single Line Access Service or Business Single Line Access Service, at rates specified in the Company's General Tariff.
- 2.03 The DSL Service Provider must provide a letter of authorization on behalf of the Primary Exchange Service End-user to the Company, before the Company will allow the Service Provider access to the End-user's line.
- 2.04 This service will not be available on lines where the distance exceeds limitations, excessive bridge taps are present, loading coils are present, or metallic continuity cannot be maintained.
- 2.05 Where it is necessary for the Company to install special equipment or to incur any unusual expense in order to meet the requirements of a DSL Service Provider, an additional charge may be assessed to the Service Provider based on the equipment installed or the unusual expense incurred.

**DIGITAL SUBSCRIBER LINE (DSL) ACCESS TO LINE SERVICE****2. CONDITIONS OF SERVICE – continued**

- 2.06 The Service Provider's DSL equipment must be certified in accordance with Industry Canada Certification Specification CS-03.
- 2.07 The Company does not guarantee the level of transmission service performance provided by the DSL Service Provider over the line.
- 2.08 Due to regular grooming and upgrading of the Company's telecommunications network, the Company cannot guarantee the ongoing access to a line for the purpose of facilitating the provision of DSL Access to Line Service.
- 2.09 If an End-user cancels their Primary Exchange Service or if it is otherwise removed from service, billing for the DSL Access to Line Service will continue until the DSL Service Provider has informed the Company that the DSL Access to Line Service is to be terminated.
- 2.10 This service will only be terminated to DSL equipment located in the serving wire centre. DSL equipment located in the Company's wire centres will be governed through space and power requirements as negotiated with the customer.

**3. RATES AND CHARGES**

	<b>Monthly Rate</b>	<b>Service Charge</b>
Digital Subscriber Line (DSL) Access to Line Service tariff	\$5.05	\$100.00



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

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1. GENERAL

Local Number Portability (LNP) and Wireless Number Portability (WNP) enables an end user to retain the same telephone number when changing from one service provider to another.

2. DEFINITIONS

**“Donor Switch”** is a network switch which identifies the NPA-NXX as a portable NPA-NXX and provides the subsequent LNP call set-up to a Recipient Switch.

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

**“Local Calling Area (LCA)”** is an area defined by the Company, wherein calls can be made by the Company's customers without the application of message toll charges. An LCA includes one or more exchange areas.

**“More Recent Authorization”** is an end user's authorization for a change in local service provider that is provided subsequent to an earlier authorization for a change in local service provider from that end user.

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

**“Port-Out Cancellation”** is a request to cancel a pending stand-alone request to port a telephone number from the Company to a LEC or WSP prior to the telephone number being ported. Cancellations may be originated by the LEC or WSP or may be originated by the Company if the telephone number porting is not completed by the LEC or WSP within 7 days of the confirmed due date of the original or subsequently modified request.

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

**“Ported Out”** – the donor switch marks the ported number as “ported out”.

**“Ported In”** – the recipient switch marks the NPA-NXX as a “ported-in” NPA-NXX.

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

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2. Definitions (continued)

**“Service Control Point (SCP)”** is a network-resident database which contains the ported number information necessary to support number portability.

**“Wireline-to-Wireline Porting”** – when the ported telephone number moves from one LEC to another LEC within an ILEC exchange;

**“Wireless-to-Wireless Porting”** – when the ported telephone number moves from one WSP to another WSP within the ILEC Local Calling Area (LCA) of the original telephone number;

**“Wireline-to-Wireless Porting”** – when the ported telephone number moves from a LEC to a WSP within the ILEC LCA of the original telephone number;

**“Wireless-to-Wireline Porting”** - when the ported telephone number moves from a WSP to a LEC and the physical customer location of the ported telephone number is located within the ILEC exchange associated with the telephone number.

3. **PORT-OUT CANCELLATION CHARGE**

This charge applies to the cancellation of a pending request to port a telephone number from the Company 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.

	<b>Port-Out Cancellation Charge</b>
Each .....	\$50.34

3.01 Port-out cancellations that arise due to a subsequent decision from the customer, as indicated by a valid More Recent Authorization received by the Company, or that are attributable to other factors under the control of the Company, 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.

3.02 If a LEC or WSP submits a Local Service Request on behalf of a customer, and another LEC or WSP submits another Local Service Request with More Recent Authorization on behalf of the same customer, the cancellation of the first Local Service Request will not be included in the port-out cancellation total that is attributed to the LEC or WSP.

**LOCAL NUMBER PORTABILITY (LNP) AND WIRELESS NUMBER PORTABILITY (WNP)****3. PORT-OUT CANCELLATION CHARGE - continued**

3.03 A port order cancellation will not be included in the port-out cancellation total that is attributed to the LEC or WSP, if:

- (a) a customer informs the Company that the customer wishes to remain with the Company, rather than proceed with an approved number port to a competitor; and
- (b) the approved number port to a competitor has not already been cancelled by the Company after a 7-day period following the due date of the request.

**4. LOCAL SERVICE REQUEST (LSR) REJECTION CHARGE**

## 4.01 General

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

## 4.02 Rates and Charges

- (a) LSR Rejection Charges will be assessed monthly.
- (b) The LSR Rejection Charge does not apply where the rejection is due to:
  - errors in the Company's OSS databases;
  - other errors attributable to the Company;
  - the Company's winback activities; or
  - deactivation of the telephone number subsequent to LSR submission
- (c) An LSR Rejection Charge applies for each rejected LSR which is made by a CLEC or WSP and which is in excess of the following threshold percentage of the customer's total number of LSRs per month.
- (d) The following monthly LSR rejection rate threshold applies to each TSP:
  - 25.6 percent from 28 September 2012 to 27 September 2013
  - 20.8 percent from 28 September 2013 to 27 September 2014
  - 16 percent as of 28 September 2014

	Monthly Rate
LSR Rejection Charge, each	\$70.00

**CO-LOCATION ARRANGEMENTS**

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*The contents of this section were moved from Bruce Telecom General Tariff CRTC 25340, Section 890, Pages 1-12.*

**1. GENERAL**

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

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

The Co-Location provides for the following:

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

Central office space is provided on the basis of both physical and virtual co-location agreements as defined in 2.06 below.

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**CO-LOCATION ARRANGEMENTS**

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**2. DEFINITIONS**

- 2.01 **"Interconnecting Carrier (IC)"** refers to an Interconnecting Carrier who is duly registered with the CRTC and who has signed an Interconnection Agreement with the Company. For purposes of this tariff Section, IC also refers to:
- 2.02 **"a DSL Service Provider (DSLSP)"**, who is a provider of Digital Subscriber Line based applications, such as high-speed internet access and Local Area Network extensions, to the public for compensation that is not operating as a CLEC and has signed a Central Office License Agreement (COLA) with the Company.
- 2.03 **"Point of Termination/Demarcation"** refers to the point of connection where a Company-provided cable interconnects with the IC's Transmission Equipment.
- 2.04 **"Transmission Equipment"** refers to any equipment necessary for interconnection or access to unbundled network components, regardless of whether such equipment includes a switching or routing functionality, provided the equipment meets Canadian Standards Association (CSA) and Telcordia (formerly Bellcore) standards, is not a host switch and is not included on the list of ineligible co-location equipment.
- 2.05 **"IC to IC Cross-Interconnection Link"** refers to the arrangement by which a co-located IC is able to connect to the facilities of a second IC co-located in the same central office.
- 2.06 **"Physical Co-Location"** is available in two configurations:
- (a) **"Type 1 Co-Location"** provides the IC with segregated floor space and secure access to that space within the Company central office with floor space segregated from that occupied by the Company, for the location of the IC's Transmission Equipment. Unescorted access to this area by the IC's personnel or contractor, who have been approved by the Company, is permitted.
- (b) **"Type 2 Co-Location"** provides the IC with unsegregated floor space within the central office for the purpose of locating the IC's Transmission Equipment. Unescorted access to this area by the IC's personnel or contractor, who have been approved by the Company, is permitted.

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**CO-LOCATION ARRANGEMENTS**

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**2. DEFINITIONS** - continued

- 2.07 **“Virtual Co-Location”** provides unsegregated floor space within the central office for the purpose of locating the IC’s Transmission Equipment. The transmission facilities provided from the entrance manhole to the Point of Termination/Demarcation in the central office and the Transmission Equipment located in the central office must be provided by the IC and must be leased to the Company for a nominal amount. Access to this area by the IC’s personnel or contractor, who have been approved by the Company, is allowed for the purpose of periodic inspections of its equipment and facilities. In those instances, the Company reserves the right to provide an escort at no charge for the IC’s personnel or contractor. The installation, maintenance and repair of the IC’s Transmission Equipment and fibre facilities from the nearest manhole, designated by the Company, up to the Transmission Equipment on which it is to be terminated, are the responsibility of the Company.
- 2.08 **“Adjacent Co-location”** is an alternative to Physical and Virtual co-location. It is a controlled environmental structure in a location adjacent to the Company’s central office and within its property line, such as a central office parking lot, for the purpose of locating the IC’s transmission equipment. This type of co-location is only available where feasible and where central office space is exhausted and includes the provision of transmission facilities provided from the central office to the point of termination/demarcation in the structure provided for the IC.

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**CO-LOCATION ARRANGEMENTS**

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**3. TERMS AND CONDITIONS**

- 3.01 Co-location is provided under the terms and conditions defined in this item and in a Central Office Licence Agreement (the Agreement) between the Company and the Interconnecting Carrier.
- 3.02 Co-location is offered only where appropriate floor space, facilities and necessary resources are available after the current and future needs of the Company are taken into account. These facilities and resources include, for example, adequate entrance ducts, riser space, and power. Requests for Co-location will be accommodated on a first-come, first-served basis, based on the date of a completed application for co-location.
- 3.03 Physical and Virtual Co-location will be offered where appropriate floor space, facilities and necessary resources are available in the central office in question. Where Physical Co-location is offered, the IC may request, at its option, Type 1 or Type 2 Physical Co-location.
- 3.04 In situations where central office space is exhausted and where it is feasible, Adjacent Co-location will be offered as an alternative to Physical and Virtual co-location. Adjacent co-location is negotiated between the ILEC and the IC on a case-by-case basis.
- 3.05 The IC has overall responsibility for monitoring the performance of all facilities and equipment on the IC's side of the Point of Termination/Demarcation. The Company does not assume responsibility for the design, engineering, testing, or performance of the end-to-end services operated or offered by the IC. In order to ensure that the Company's operational guidelines and installation, equipment, transmission, electrical, labour and safety standards or codes and any other conditions specified in the COLA are maintained, the Company upon reasonable notice, has the right to inspect the IC's installation of equipment and facilities and to make subsequent and periodic inspections of the IC's equipment and facilities and to ensure compliance when required.
- 3.06 The IC is responsible for providing the fibre facility from its Point of Presence or other location to a point outside the Company central office, designated by the Company. This point is usually at or near the entrance manhole (the last manhole before the central office).
- 3.07 The IC is also responsible for providing the fibre facility from the point outside the central office, designated by the Company, which is usually at or near the entrance manhole, up to the Transmission Equipment on which it is to be terminated.
- 3.08 The Company reserves the right to install the IC's cable between the entrance manhole and the cable vault and from the vault to the Point of Termination/Demarcation in the central office at the rates specified in Item 4.15.

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**CO-LOCATION ARRANGEMENTS**

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**M 3. TERMS AND CONDITIONS - continued**

3.09 Where permitted by the Company, the IC's personnel or contractor, who have been approved by the Company, is responsible for pulling the IC's fibre cable into the duct between the manhole and the cable vault and riser and for splicing the fibre where required. When requested by the IC, the Company will provide an escort for the IC's personnel or contractor at rates and charges specified in Item 4.15.

Circumstances in which an IC may request a company provided escort include: 1) to escort IC personnel or contractors who have not been approved for unescorted access by the Company or accompanied by Company approved IC personnel, or 2 ) for reasons of health, safety or network protection during special operations.

3.10 The IC provided equipment that is permitted in the central office is limited to Transmission Equipment as defined in Item 2.04. This Transmission Equipment must interconnect with the Company's service(s) in accordance with transmission rates and other applicable standards associated with those services in that central office.

3.11 The co-located IC, after interconnecting its Transmission Equipment with the Company's facilities, is permitted to connect to the Transmission Equipment of another IC co-located in the same Company premises via an IC to IC cross-connection. In co-locating the Transmission Equipment in the Company premises, the IC shall ensure that the primary purpose of co-location is to interconnect with the Company's facilities. The Company reserves the right to require the IC to demonstrate that the capacity dedicated to interconnection with the Company's facilities is greater than that dedicated to IC to IC cross-connection.

3.12 The Company provides the IC to IC Cross-Interconnection Link necessary to interconnect two ICs co-located in the same central office at rates and charges specified in Item 4.15.

3.13 ICs are required to meet all standards, regulatory requirements, Company operating procedures and requirements, safety and labour codes and security standards as specified by the Company in the COLA.

3.14 The Company is not liable for any act or omission on the part of the IC or its employees, agents or contractors arising from or associated with the furnishing of service by the IC to its customers.

3.15 ICs are responsible for providing equipment spares and any training costs required for installation and maintenance of co-located equipment when such installation and maintenance are provided by the Company or its contractor.



3. **TERMS AND CONDITIONS** – continued

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- 3.16 When requested, the Company will provide a second cable entrance for the IC's cable into the central office where such second entrance exists and where capacity is available. In this instance, charges in accordance with Item 4.15 will apply.
- 3.17 The Company will offer both Physical and Virtual Co-Location arrangements in the same central office where appropriate space and facilities are available as determined by the Company.

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**CO-LOCATION ARRANGEMENTS**

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**4. RATES AND CHARGES**

- 4.01 A monthly rate applies for the lease of conduit/riser space used for the placement of the IC's fibre optic cable as specified in Item 4.15.
- 4.02 A service order charge applies and provides for the processing of the service order associated with a request for co-location. The service order charge will be applied to each request for a new co-location arrangement or for any changes or additions to existing co-location arrangements. Refer to Item 4.15 for this non-recurring charge.
- 4.03 An application charge per requested location applies and provides for preliminary work needed to determine whether co-location can be provided to meet the IC's request. See Item 4.15 for this non-recurring charge.
- 4.04 A project management fee applies and provides for all associated administration, design and engineering tasks required to accommodate an IC's request for co-location. This fee is based on the costs incurred as specified in Item 4.15.
- 4.05 A site preparation fee applies for Type 2 Co-Location (unsegregated space). This fee includes such items as preconditioning, additional riser and cable racking to accommodate the IC in the central office. The fee is based on the costs incurred as specified in Item 4.15 and will be quoted to the IC.
- 4.06 The IC is responsible for any costs incurred by the Company to prepare the central office for the installation of the IC's Transmission Equipment. Costs may include, but are not limited to, such items as preconditioning of central office space and/or equipment as well as any cabling or wiring requirements. The non-recurring charges, where applicable, will be estimated and quoted in advance and charged based upon the costs incurred to accommodate the IC's equipment. See Item 4.15.
- 4.07 The Company is responsible for the installation and maintenance of the IC to IC Cross-Interconnection Link between two ICs co-located in the same central office.
- 4.08 A monthly rate applies for the IC to IC Cross-Interconnection Link between two ICs in the same central office as specified in Item 4.15.
- 4.09 Work performed by the Company to provide the IC to IC Cross-Interconnection Link shall be performed under tariffs applicable to co-location installation and maintenance as specified in Item 4.15.
- 4.10 The IC will bear all construction/design costs incurred and committed to by the Company from the date of a request to the date of the cancellation of the request should the IC cancel its request for co-location prior to implementation.

M 4. **RATES AND CHARGES** - continued

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

4.12 Type 1 Co-Location

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

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**CO-LOCATION ARRANGEMENTS**

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**4. RATES AND CHARGES** - continued4.13 Type 2 Co-Location

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

4.14 Virtual Co-Location

- (a) Under a virtual arrangement, the installation, maintenance and repair of the IC's Transmission Equipment and fibre facilities from the manhole nearest the central office, as determined by the Company, to the Point of Termination/Demarcation in the central office must be performed by the Company or its contractor. Such installation, maintenance and repair will be provided in response to IC requests. Refer to Item 4.15 for rates and charges.
- (b) Those ICs requesting Virtual Co-Location will also be accommodated on a first-come, first-served basis, based on the date of a completed application for co-location.
- (c) A monthly rate applies for each 2.3 m high by .6 m wide IC provided equipment bay installed and reserved. Refer to Item 4.15 for rates and charges.

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**CO-LOCATION ARRANGEMENTS**

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4. **RATES AND CHARGES** - continued
- (d) The Company is responsible for installing the IC's cable between the nearest manhole and the cable vault and from the vault to the Point of Termination/Demarcation in the central office at the rates specified in Item 4.15.
  - (e) The Company reserves the right to limit the available floor space assigned to each IC in each central office location where Virtual Co-Location is offered.
  - (f) Under a Virtual Co-Location arrangement, the IC has overall responsibility for the performance of its facilities and equipment, including responsibility for remote surveillance diagnostics and sectionalisation of trouble.
  - (g) The IC must meet all terms and conditions of co-location as determined in this Item and the COLA between the Company and the IC.

## ACCESS SERVICES TARIFF

## CO-LOCATION ARRANGEMENTS

4. **RATES AND CHARGES** - continued

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

	<u>MRC (\$)</u>	<u>SC (\$)</u>
Service Order Charge (per order per central office)	–	185.00
Entrance Conduit (per metre or fraction of each cable)	0.16	–
Floor Space (sq. metre of unsegregated or segregated space)	29.50	–
Power Consumption (per fuse amp)		
(a) 48 Volt DC	(a) 16.00	–
(b) 120 Volt AC	(b) 10.00	–
(c) 120 Volt AC (generator back up)	(c) 11.15	–
Riser Space (per metre per cable)	.40	–
Application Charge (per request per central office)	–	1,270.00
IC to IC Cross-Interconnection Link	60.00	N/A
Power Delivery (Notes 3, 4, 5)	–	(see Note 1)
Project Management Fee (per central office) (Notes 3, 4, 5)	–	(see Note 1)
Construction Fee (bldg, modification) (Notes 3, 4, 5)	–	(see Note 1)
Construction Fee (enclosure) (Notes 3, 4, 5)	–	(see Note 1)
Site Preparation Fee (Notes 3, 4, 5)	–	(see Note 1)
Installation/Maintenance (Notes 3, 4, 5)	–	(see Note 1, 2)
Cable Pulling/Splicing (Notes 3, 4, 5)	–	(see Note 1, 2)
Escort (Notes 3, 4, 5, 6)	–	(see Note 1, 2)

**Note 1:** The charges are based on costs incurred.

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

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

CO-LOCATION ARRANGEMENTS

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4. **RATES AND CHARGES** - continued

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

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

**Note 6:** Charges apply whenever an IC requests a Company provided escort for IC personnel or contractors in accordance with Item 3.

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**SUPPORT STRUCTURE SERVICE**

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*The contents of this section were moved from Bruce Telecom General Tariff CRTC 25340, Section 800, Pages 2-14.*

**1. GENERAL**

This service provides, where space capacity is available, a cable television undertaking or a Canadian carrier access to use Company owned or controlled Support Structures for the placement of its facilities.

**2. DEFINITIONS**

**Application** - The document provided by Bruce Telecom or, where forms are not provided a detailed description of the information required, completed by the Licensee to apply for access to Support Structures.

**Cable-Television Undertaking** - A duly licensed or exempt cable television undertaking as prescribed by the Canadian Radio-television and Telecommunications Commission pursuant to the Broadcasting Act.

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

**Conduit Connections** - Those parts of a Licensee-provided conduit affixed to Bruce Telecom's underground support structure that consists of the following:

- (a) .3 metres of the Licensee's conduit, where it enters a Bruce Telecom manhole, measured from the inside wall of the latter.
- (b) the Licensee's connection and conduit for a distance of .9 metres when the Licensee's conduit is connected to Bruce Telecom's conduit, measured from the centre line of Bruce Telecom's conduit at the point of intersection and along the Licensee's conduit.

**Construction Standards** - The document that describes or references Bruce Telecom's safety and technical requirements and industry standards, that a Licensee must comply with when performing work on its facilities on, in or in proximity to Bruce Telecom's Support Structures.

**Duly Authorized Representative** - A Licensee's employee, contractor or agent who provides a signature, consent or authorization on behalf of the Licensee, shall be deemed by Bruce Telecom to have been duly authorized by the Licensee to provide such signature, consent or authorization.

**Joint-User** - A party, such as an electric utility company, that has executed a joint-use or joint-ownership agreement with Bruce Telecom providing for either the reciprocal right to use the Support Structures of the other party or joint-ownership of the Support Structure.



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**SUPPORT STRUCTURE SERVICE**

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**2. DEFINITIONS** - continued

**License** - A non-exclusive License granted by Bruce Telecom to a Licensee to use Support Structures for the placement of Licensee's facilities under the terms and conditions of this Support Structures Tariff and the Support Structures Agreement.

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

**Licensee's Facilities** - The cables, equipment and other facilities permitted to be placed on or in Bruce Telecom's Support Structures pursuant to a permit.

**Manhole** - An underground chamber that provides access to conduit to place and maintain underground facilities but excludes central-office vaults and controlled environmental vaults.

**Permit** - An application that has been approved in writing by Bruce Telecom.

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

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

**C** | **Subscriber Drop Wire** - The Facility or those Facilities running from a pole or from poles in those circumstances where there are multiple poles between the mainline and a subscriber's premises, as the case may be, to a subscriber's or multiple subscribers' premises.

**Support Structure License Agreement (SSA)** - An agreement between Bruce Telecom and a Licensee, the form of which has been approved by the CRTC, that sets out in further detail the rights and obligations of Bruce Telecom and the Licensee in respect of the Support Structure Service.

**Support Structures** - The supporting structures, including poles, conduits, strands, anchors and manholes (but excluding central-office vaults and controlled environmental vaults) that Bruce Telecom owns or that Bruce Telecom does not own but for which it has the right to grant permits thereto.

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**SUPPORT STRUCTURE SERVICE**

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**3. TERMS AND CONDITIONS**

- 3.01 The Licensee must enter into a Support Structure License Agreement (SSA) with Bruce Telecom, the form of which has been approved by the Commission, and together with this Tariff item make up the Support Structure Service. The terms of the Support Structure Service are governed by this Tariff item. This Tariff item on Support Structures shall prevail in all cases where it conflicts directly with the SSA. Where the General Tariff including the Terms of Service, conflicts directly with the specific Tariff item on Support Structures, the aforementioned Tariff item shall prevail.
- 3.02 Bruce Telecom provides to the Licensee the use of Support Structures where spare capacity is available except where such use will unduly interfere with the rights of any Joint-User or other Licensee.
- 3.03 The Licensee may not assign, sub-let, sub-lease or otherwise transfer its access to Support Structures to third parties without Bruce Telecom's prior written consent, which consent shall not be unreasonably withheld. The Licensee may share ownership of its facilities with a third party. In all such cases, the Licensee remains fully responsible for compliance with the rates, terms and conditions of Support Structures access as if it remained sole owner of the facilities for which it shares an ownership interest.
- 3.04 In all circumstances, Bruce Telecom has priority access to Support Structures in order to meet its current and anticipated future service requirements.
- 3.05 At the time of any application for use of, and continued presence on or in Bruce Telecom's Support Structures, the Licensee must be the holder of all required authorizations from all authorities having jurisdiction, and must furnish documentary evidence of same at the request of Bruce Telecom.
- 3.06 The Licensee must obtain and maintain any rights-of-way or consents required for the placement, removal, maintenance and operation of the Licensee's facilities on or in Bruce Telecom's Support Structures and must provide written evidence of same upon request by Bruce Telecom.
- 3.07 Nothing contained in this Tariff item limits, restricts or prohibits Bruce Telecom from honouring existing or entering into future joint-use or joint ownership agreements regarding Support Structures used or offered under this Tariff item, provided that the existing rights of a Licensee shall not be prejudiced by a joint-use or joint ownership agreement entered into by Bruce Telecom after the Licensee has been granted access to Support Structures. The one exception to this provision is a circumstance in which Bruce Telecom is forced to move a Support Structure by a property owner, in which case a Licensee must move its facilities at its own expense.

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**SUPPORT STRUCTURE SERVICE**

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**3. TERMS AND CONDITIONS** - continued

- 3.08 Bruce Telecom shall set and enforce construction standards based on safety and technical requirements for Support Structures that Bruce Telecom owns or controls, provided that those standards do not unreasonably impede access by other Licensees or Joint-Users.
- 3.09 The types of facilities placed by the Licensee on or in Bruce Telecom's Support Structures must conform with the standards and requirements specified in the construction standards as modified or replaced from time to time by Bruce Telecom.
- 3.10 Licensee-owned conduit that is connected to Bruce Telecom's Support Structures must meet the requirements identified in the construction standards. Conduit connections are only permitted for the Licensee to access its facilities that are using Bruce Telecom's Support Structures.
- 3.11 There are no restrictions on the type of service provided by the Licensee using the Support Structures, as long as those services are provided in accordance with applicable legislation, regulations and Commission decisions.
- 3.12 On-going inspections for conformance with the terms and conditions of Support Structure Service will be conducted by Bruce Telecom at its own cost. When non-conformance with the terms and conditions of Support Structure Service is found, Bruce Telecom will notify the Licensee of the defects and charge the Licensee based on the expense incurred for the inspection. The Licensee will correct such defects within a time period specified by Bruce Telecom, to be no less than ninety (90) days following written notification of the Licensee of the defects. The Licensee will notify Bruce Telecom within seven (7) calendar days of the defect being corrected. After the specified notification period expires, Bruce Telecom may reinspect the Licensee's facilities and, if the defects have not been corrected to Bruce Telecom's reasonable satisfaction, Bruce Telecom may have such defects corrected or may remove the Licensee's facilities and terminate any associated permit for the affected facilities, provided that the Licensee has given written notice that it prefers removal to correction. Charges based on expense incurred will apply.
- 3.13 Bruce Telecom has no obligation to provide any Support Structures to the Licensee if such Support Structures do not exist. When Bruce Telecom elects to place or obtain such Support Structures at the request of and for the use of the Licensee, a make-ready charge applies.

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**SUPPORT STRUCTURE SERVICE**

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**3. TERMS AND CONDITIONS - continued**

- 3.14 If Bruce Telecom decides to remove or abandon any Support Structures used by a Licensee(s), Bruce Telecom shall give the Licensee prior notice at the time that Bruce Telecom decides to proceed or at least one hundred and eighty (180) days before the event whichever is the earlier date. Where Bruce Telecom has the authority to do so, it shall, at the same time, notify the Licensee(s) that such Support Structures may be purchased at fair market value. The Licensee(s) shall have the first ninety (90) days of the notice period to decide whether to purchase such Support Structures.

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

- 3.15 When access to Support Structures is required to restore services offered by Bruce Telecom or a Licensee, Bruce Telecom and Licensee agree to work jointly to restore their respective services. If service cannot be restored jointly, then each party shall identify their priority services and mutually agree to the restoration sequence. If mutual agreement cannot be reached, Bruce Telecom will have priority.
- 3.16 Whenever emergency work is required to be performed on the Licensee's facilities, Bruce Telecom will immediately advise the Licensee to take necessary action. However, if the emergency is such that Bruce Telecom does not have time to notify the Licensee and must take action immediately, Bruce Telecom may perform the necessary emergency work, at the Licensee's expense, and shall advise the Licensee of the situation as soon as possible. In such event, Bruce Telecom shall not be responsible for any damages to the Licensee's facilities or for interruption of services provided by the Licensee.
- 3.17 Nothing contained in this Tariff item or any agreement between the Licensee and its contractor or agent, shall create a contractual relationship between a Licensee's contractor or agent and Bruce Telecom.

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**SUPPORT STRUCTURE SERVICE**

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**3. TERMS AND CONDITIONS - continued****3.18 Access Approval Requirements**

- (a) The Licensee must submit applications for each use of, or connections to, Support Structures for additions to, rearrangements, transfers, replacements or removals of the Licensee's facilities located on or in Bruce Telecom's Support Structures, for which a rental is provided in this Tariff item and/or which affects the consumption of capacity of the Support Structure. Applications are not required for repair or routine maintenance work on the Licensee's facilities that will not affect location and/or consume additional capacity on or in the Support Structure. Each application shall be considered on a first come first served basis and without undue preference based on the date of receipt of each application by Bruce Telecom.

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

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

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**SUPPORT STRUCTURE SERVICE**

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**3. TERMS AND CONDITIONS** - continued**3.18 Access Approval Requirements** - continued

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

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

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**SUPPORT STRUCTURE SERVICE**

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**3. TERMS AND CONDITIONS - continued****3.18 Access Approval Requirements -continued**

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

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**SUPPORT STRUCTURE SERVICE**

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**3. TERMS AND CONDITIONS** - continued**3.18 Access Approval Requirements** -continued

- (o) When a Licensee has an existing presence on a Support Structure, the Licensee is only required to notify Bruce Telecom that the Licensee intends to place one or more additional subscriber drop wire(s). Where notification of the placement of subscriber drop wire(s) is required, such notification must be provided within thirty (30) calendar days of such placement.
- (p) When the subscriber drop wire cannot be attached by the Licensee, in compliance with the construction standards, the Licensee must request that Bruce Telecom performs make-ready work. When the make-ready work has been completed, the Licensee will be notified and can then proceed with the attachment. In individual cases, with the mutual agreement of Bruce Telecom and the Licensee, the Licensee may perform make-ready work at its own expense.
- (q) Bruce Telecom may inspect the work performed by the Licensee, its contractors and agents. Notice of any defect found while the Licensee's work is underway will be transmitted to the Licensee who shall have the defect corrected within the time period specified by Bruce Telecom, to be no less than 90 days following written notification of the defects of the Licensee.

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

**4. RATES AND CHARGES**

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

**4.01 Non-Recurring Charges**

Bruce Telecom may require the Licensee to pay in advance any of the estimated non-recurring charges stated in this Tariff item. In the event of a dispute between Bruce Telecom and a Licensee regarding the reasonableness of any non-recurring charge, the Licensee shall pay the undisputed portion of the charge. The following non-recurring charges are applicable:



**SUPPORT STRUCTURE SERVICE**

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**4. RATES AND CHARGES**

4.01 **Non-Recurring Charges** - continued

(a) **Unauthorized Attachment**

An unauthorized attachment charge shall apply where a Licensee has installed a facility, except a subscriber drop wire, on or in Support Structures, for which a permit has not previously been issued. Where Bruce Telecom has acquired ownership of a Support Structure to which the Licensee has an existing attachment and for which a written authorization was obtained from the previous owner, the unauthorized attachment charge does not apply, however, a monthly rental will be assessed from the effective date of the change of ownership. The unauthorized attachment non-recurring charge does not apply, and Bruce Telecom will issue a permit, where the attachment complies with the applicable construction standards and where the Licensee can substantiate to the reasonable satisfaction of Bruce Telecom that a monthly rental has been applied with respect to such attachment or where the Licensee can substantiate to the reasonable satisfaction of Bruce Telecom that Bruce Telecom has approved the attachment of the License's facility but has not issued a permit.

**Unauthorized Attachment per rental unit** **\$100.00**

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

**Unauthorized Attachment per rental unit** **\$25.00**

**SUPPORT STRUCTURE SERVICE**

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**4. RATES AND CHARGES**

4.01 **Non-Recurring Charges** - continued

(b) **Search Charge**

A charge, based on the expense incurred and where appropriate using an hourly labour rate of \$170.00, that applies for all work required to determine the availability of spare capacity on or in Bruce Telecom's Support Structures, to estimate make-ready charges and to process applicable documentation. When requested by the Licensee or determined necessary by Bruce Telecom, estimated charges for a search necessary to implement the Licensee's application(s), will be forwarded to the Licensee for approval.

(c) **Make-Ready Charge**

A charge, based on the expense incurred and where appropriate using an hourly labour rate of \$170.00, applies for any material used and for any work performed on, in or in proximity to Bruce Telecom's Support Structures or on Bruce Telecom's or Joint-User's facilities, including, but not limited to, any additional investment or advance planned investment or reinforcement required, in order to meet the Licensee's requirements for Support Structure Service. In individual cases, with the mutual agreement of Bruce Telecom and the Licensee, the Licensee may perform make-ready work at its own expense.

(d) **Inspection Charge**

A charge, based on the expense incurred and where appropriate using an hourly labour rate of \$170.00, will apply for all inspections of the Licensee's facilities. This charge will apply to all inspections necessary to ensure the installation of such facilities has been completed in accordance with the permit and that the installation complies with the construction standards.

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

**SUPPORT STRUCTURE SERVICE**

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**4. RATES AND CHARGES**

**4.02 Monthly Rates**

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

**(a) Pole**

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

- (1) for all of the Licensee's strands attached to such pole;
- (2) when (1) is not applicable, for all of Bruce Telecom's strands supported by such pole, which strands the Licensee uses; and
- (3) when (1) and (2) are not applicable, for all other of the Licensee's facilities except subscriber drop wires attached to such pole.

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

**Monthly pole rental unit rate** **\$1.10**

**(b) Strand**

The charge applies to each strand span or portion thereof owned by Bruce Telecom or on which it is entitled to allow the placement of the Licensee's facilities, for each Licensee's cable having a maximum outer diameter of 30.5 millimetres attached to such strand.

**Monthly strand rental unit rate** **\$0.25 per 36 metres of cable**

**SUPPORT STRUCTURE SERVICE**

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**4. RATES AND CHARGES - continued**

**4.02 Monthly Rates - continued**

**(c) Conduit**

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

- (1) when the Licensee's cable uses a conduit for a distance less than 30 metres; or
- (2) when the Licensee's cable enters a manhole through a conduit but uses less than 30 metres of conduit; or
- (3) when the Licensee's cable leaves a manhole through a conduit but uses less than 30 metres of conduit; or
- (4) when the Licensee's cable uses a manhole without using a conduit to enter or leave the manhole.

**Monthly conduit rental unit rate** **\$2.25**

**DIRECTORY FILE SERVICE**

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M *The contents of this section were moved from Bruce Telecom General Tariff CRTC 25340, Section 140, Pages 7-9.*

**1. GENERAL**

- 1.01 Directory File Service provides Local Exchange Carriers, Independent Telephone Directory Publishers, Wireless Service Providers and Interexchange Carriers with a machine-readable file containing non-confidential customer listing information for the Carrier's customers listed, and intended to be listed, in the Carrier's directories. The file may not be resold, rented or otherwise disposed of to any other party. The Carriers provide these listings for the sole purpose of providing directory assistance.
- 1.02 Applicants to Directory Files must enter into a sublicensing agreement with the Carriers, which, among other things, protects the Carrier's copyright of listed information.
- 1.03 Definitions:
- (a) The term "machine readable" describes the output format for the Directory File. Directory Files are provided only in the electronic medium prescribed by the Carrier.
  - (b) The term "Master File" means the Directory File updated monthly to include the previous Monthly Update File. The Master File reflects customer listing information of the last business day prior to the first full weekend of each month.
  - (c) The term "Update File" means the current monthly file which contains only the changes to subscriber listing information (i.e. additions, revisions and deletions) resulting from service order activity affecting the Master File. During the current monthly interval, the Update File reflects changes to customer listing information as of the last business day prior to the first full weekend of each month.
- 1.04 The provision of Directory Files will be available within 120 days of receipt of the first request.
- 1.05 The Company is not liable for any inaccuracies in the Directory file content, fault in the information due to the medium in which it is contained, its suitability for the use by the purchaser or its merchantability or use for a particular purpose.
- 1.06 Directory Files include the following information, as printed in the Carrier's directory:
- (a) Name
    - Residence: - surname, name and/or given initials
    - designation if applicable
    - title of address (Dr.) if applicable
    - title of status (Jr.) if applicable
    - Business: - business name, business designation (e.g. Lawyer)
    - or surname, followed by name and/or initials and designation if applicable.

**DIRECTORY FILE SERVICE**

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**1. GENERAL** - continued

- 1.06 (b) Address (unless not included at the request of the customer):
- address/location type (floor, building, etc.) if printed in the directory;
  - address/location number (e.g. floor, suite, apartment number), if printed in the directory;
  - house number/suffix – civic number if applicable;
  - street name or unusual address;
  - community name (if part of the listed address, abbreviated as required.)
- (c) Telephone Number
- listed seven digit telephone number, or seven digit telephone number with area code (NPA) where appropriate.
- (1) Exchange Name Abbreviation (one per file), as defined by the Carrier.
- (2) Business/Residence/Government Indicator.
- (3) Postal Code, as provided by the customer.
- 1.07 The following types of listing information are not provided in Directory Files:
- (a) Listings omitted, at the request of the customer, from both the Carrier's published directory and Directory Assistance.
  - (b) Listings omitted, at the request of the customer, from the Carrier's published directory.
  - (c) Listing omitted, at the request of the customer, for additional lines billed to the same customer.
  - (d) 800 and 888 Listings
  - (e) Reference Listings
  - (f) Zenith Listings
  - (g) 911, 711, 611, 411, 0, 1
- 1.08 The Directory File includes customer listing information as specified in Items 1.06.
- 1.09 The Directory File is available on an individual NXX level.

**DIRECTORY FILE SERVICE**

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**2. RATES AND CHARGES**

2.01 The following rates and charges are payable in advance of the preparation and/or provisioning of a Directory File.

	<u>Service Item</u>	<u>Rate</u>
(1)	Each Master File Listing	\$0.20
(2)	Each Update File Listing	\$0.40 (d)
(3)	Set-up Fee	
-	initial request for Master File or Update File or combination thereof	\$800
-	subsequent request for a service configuration	\$800
-	initial request for customized features	\$800

- (a) Master Files include listings for residence and/or business and/or government classifications.
- (b) Update files are only provided in association with a Master File of the same Carrier and must be requested at the same time as the Master File.
- (c) Updates can be requested for residence and/or business and/or government listings.

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*The contents of this section were moved from Bruce Telecom General Tariff CRTC 25340, Section 140, Pages 10-12.*

M/F

**1. GENERAL**

- 1.01 Basic Listing Interchange File (BLIF) service provides for a machine-readable file containing non-confidential customer listing information (Listings) for the Carrier's customers listed, and intended to be listed, in the directories and directory assistance databases. The Carriers provide these listings to Local Exchange Carriers, as specified in the BLIF Service Description and Ordering Guidelines document (BLIF document), for the purpose of providing directories and/or directory assistance services. The Carriers provide these listings to independent directory publishers, as specified in the BLIF Service Description and Ordering Guidelines document (BLIF document), for the purpose of publishing telephone directories. The Carriers provide these listings to Alternate Operator Service Providers (AOSPs), for the sole purpose of providing directory assistance services.
- 1.02 Definitions:
- (a) The term "BLIF Master" means the provision of BLIF containing all of the Listings for the Carrier. The BLIF Master reflects subscriber listing information at an individual NXX level.
  - (b) The term "BLIF Updates" means the provision of BLIF containing only updated Listings for the Carrier (i.e. additions, revisions and deletions) resulting from service order activity affecting the BLIF Master File and/or previous BLIF Updates. The BLIF Update File reflects changes to customer listing information for all options of frequency of updates; daily, weekly, bi-weekly and monthly.
  - (c) The term "Listings" means customer listings, as described in the Listing Definitions section of the BLIF Document, which are included in the Carrier's BLIF.
  - (d) The term "Licensee" is a Local Exchange Carrier operating in Canada who wishes to obtain the Carrier's customer listing information contained in the Carrier's BLIF for the purpose of providing telephone directories and/or directory assistance service (the "Services").
- 1.03 The Licensee must enter into a licensing agreement with the Carrier for a period of five (5) years, renewable automatically for five (5) year periods (the BLIF Agreement).
- 1.04 The Licensee shall not license, sub-license, share, sell, re-sell, rent, lease, charge, encumber, pledge or otherwise dispose of, deal with, use or copy the Carrier's BLIF Agreement. The licensee agrees to take all reasonable steps to protect and safeguard the Listings from unauthorized disclosure.



M/F

**1. GENERAL** - continued

- 1.05 The provision of BLIF will be available within 120 days of receipt of the first request.
- 1.06 The limitations of liability provisions as set out in the BLIF Agreement, to be entered into by the Licensee and the Carrier, are hereby incorporated by reference into this Tariff.
- 1.07 Listings are provided in a format conforming with the specifications set out in the BLIF document.
- 1.08 The BLIF will include all of the required information as specified in the BLIF document.
- 1.09 The following types of listing information are not provided in BLIF:
  - (a) Non-Published Telephone Numbers;
  - (b) "Out of Book" listings. That is, those listings added to a particular directory when the terminating location of the number is not within the physical region of the directory's coverage;
  - (c) Wireless listings;
  - (d) 800, 877, 888 and 900 Listings;
  - (e) Reference Listings;
  - (f) Zenith Listings;
  - (g) 911, 711, 611, 411, 0, 1;
  - (h) Additional/extra listings;
  - (i) Text accompanying listings (i.e. special instructions, internet listings).
- 1.10 The Licensee shall comply with all specifications set out in the BLIF Document pertaining to the Licensee.

**BASIC LISTING INTERCHANGE FILE**

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M/F

**1. GENERAL** – continued

1.11 The Licensee may terminate the BLIF Agreement at any time by giving written notice to the Carrier at least ninety (90) days in advance of the effective date of any such termination. The Carrier shall have the right to terminate the BLIF Agreement upon ten (10) days prior written notice if the Licensee has breached any of its material obligations in the BLIF Agreement or this tariff, and Licensee has failed to cure such default within thirty (30) days of receipt of a written notice sent from the Carrier describing the nature of the default.

1.12 In the event of termination, any amounts due to the Carrier pursuant to the BLIF Agreement and this Tariff 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.

1.13 The BLIF is available on a Carrier basis only.

**2. RATES AND CHARGES**

2.01 The following rates and charges are payable in advance of the preparation and/or provisioning of BLIF:

	<b>Service Item</b>	<b>Rate</b>
1	Each BLIC Master and/or BLIF Update File Listing	\$0.20
2	Set-up Fee:	
a)	Initial request for BLIF	\$800.00
b)	Master File or BLIF Update File or combination thereof:	
i)	Subsequent request for a service configuration	\$800.00
ii)	Initial request for customized features	\$800.00

(a) BLIF Master Files include listings for residence and/or business and/or government classifications.

(b) BLIF Update Files are only provided in association with a BLIF Master File of the same Carrier and must be requested at the same time as the BLIF Master File.

(c) BLIF Updates can be requested for residence and/or business and/or government listings.