
ACCESS SERVICES TARIFF

LOCAL NETWORK INTERCONNECTION AND COMPONENT UNBUNDLING

1. General

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

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2. Definitions

For the purpose of this Tariff item:

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

"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.

"Central Office Building (CO Building)" is the premises which houses CTS' local switching equipment, and may also house toll switching equipment and co-located competitor transmission equipment.

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

"Central Office Switch (CO Switch)" (may be referred to as a Class 5 or Local Switch) is the local switching equipment which connects to local end-customer lines and which enables end-customers to make and receive calls to and from other end-customers within the local calling area of their exchange and to access message toll services of CTS and Interexchange Carriers. The CO Switch is associated with one or more CO codes (i.e., NXX codes).

"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.

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

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

"Digital Transmission" is a telecommunications transmission which uses non-continuous signals to transmit information.

"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, APLDS or CTS.

"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.

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2. Definitions - continued

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

“Local Calling Area” is an area defined by CTS, wherein calls can be made by CTS’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 CTS 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.

“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.

“Reseller” is a person engaged in resale, with or without adding value of a telecommunications service leased from an IXC or from CTS.

“Trunk” is a DS-0 time slot or channel within CTS - provided digital connection between the trunk-side of CTS’ local switch and the Cross-Connect panel used to provide interconnection arrangements.

“Trunk Group” is a group of equivalent trunks.

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3. Terms and Conditions

3.1. General

- 3.1.1. CTS will provide the elements of local network interconnection and component unbundling subject to the availability of suitable facilities.
- 3.1.2. CTS does not make any representation that the services in this Tariff item, or related CTS' Tariffs, shall at all times be available in the quantities requested and at the locations specified. CTS shall, however, make every reasonable effort to make such services available on request.
- 3.1.3. If a CLEC cancels an application for service after CTS has incurred costs associated with the provision of the service, the CLEC shall pay CTS all incurred costs.
- 3.1.4. 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.
- 3.1.5. Responsibility for services provided by CTS 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.
- 3.1.6. The elements of local network interconnection and component unbundling are provided in accordance with the specifications, interfaces and parameters described in this Tariff item and applicable technical references. CTS' primary obligation under this Tariff item is to provide local network interconnection and unbundled network components in accordance with such specifications, network interfaces and parameters. CTS does not warrant that its local network interconnection and unbundled network components are compatible with any specific facilities or equipment or can be used for any particular purpose or service. CLECs ordering unbundled network components are responsible to obtain and provide facilities and equipment that are compatible with such unbundled network components.
- 3.1.7. Traffic imbalance may occur for traffic that is interchanged between a CLEC and CTS over designated Bill and Keep trunks. CTS will notify the CLEC immediately upon detecting an imbalance in CTS' favour. 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.

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3. Terms and Conditions

3.1 General - continued

- 3.1.8. Services provided under the terms and conditions of this Tariff item will be maintained in accordance with the technical references.
- 3.1.9. The provision of local network interconnection and component unbundling outlined in this Tariff item does not constitute a joint undertaking with the CLEC in the furnishing of any service.
- 3.1.10. In the furnishing of services in this Tariff item, CTS is not responsible to the CLEC or their end-customers for end-to-end service.
- 3.1.11. When it is necessary for CTS 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.

3.2. Network and Facilities Changes

- 3.2.1. CTS 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.
- 3.2.2. CTS 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 CTS, in its sole discretion, considers necessary. CTS 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 CTS facilities or which become inoperative because of such changes to CTS's equipment, apparatus, lines, switches, circuits, devices or other components.

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3. Terms and Conditions

3.2 Network and Facilities Changes - continued

- 3.2.3. CTS 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.
- 3.2.4. CTS shall have the right to modify its exchange or LIR boundaries from time to time. CTS shall provide to the CLEC, no later than 31 December of each year, a forecast of exchange or LIR boundary changes which CTS anticipates will be implemented during the following calendar year. In any event, CTS 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.
- 3.2.5. The CLEC shall not implement any change to its operations, services or network which would, in the reasonable assessment of CTS, materially affect CTS' operations, services or network, without the prior consent of CTS, which shall not unreasonably be withheld.

3.3. Network Outages

- 3.3.1. CTS will provide the CLEC with the earliest possible notice of all network outages affecting the operation of the CLEC's networks.
- 3.3.2. CTS 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 CTS' tariff or agreement, to the extent that such failure or delay is attributable to causes or results from events beyond CTS' reasonable control. Nothing in this Tariff item shall extend the liability of CTS, as specified in CTS' Terms of Service or General Regulations, in the event of network outages or other service problems.

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3.4. Protection

3.4.1. The characteristics and methods of operation of any circuits, facilities or equipment of the CLEC , when connected to CTS, shall not:

3.4.1. a) interfere with or impair service over any facilities of CTS or its connecting carriers involved in its services;

3.4.1. b) cause damage to its plant;

3.4.1. c) impair the privacy of any communication carried over its facilities; or

3.4.1. d) create hazards to CTS' employees or to the public.

3.4.2. If such characteristics or methods of operation are not in accordance with the preceding, CTS 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 CTS 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.

3.4.3. 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 CTS' Terms of Service or General Regulations, shall be made.

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4. Rates and Charges

4.1. Local Network Interconnection

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

4.1.1. Termination of CLEC Intra LIR Traffic

4.1.1. a) For traffic that is interchanged between a CLEC and CTS over designated Bill and Keep trunks, traffic imbalance may occur. When a traffic imbalance exists, the party, either the CLEC or CTS, 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.

4.1.1. b) CTS will notify the CLEC when an imbalance is detected in CTS 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.

Monthly Rate

For traffic imbalance of	>10%	>20%	>30%	>40%	>50%	>60%	>70%	>80%	>90%
Up to 24 trunks, each trunk	\$1.94	\$3.21	\$4.53	\$5.82	\$7.12	\$8.41	\$9.69	\$11.00	\$12.29
Up to 48 trunks, each trunk	\$3.04	\$5.08	\$7.11	\$9.11	\$11.15	\$13.18	\$15.22	\$17.26	\$19.28
Up to 72 trunks, each trunk	\$3.37	\$5.63	\$7.88	\$10.12	\$12.38	\$14.63	\$16.90	\$19.13	\$21.39
Up to 96 trunks, each trunk	\$3.56	\$5.91	\$8.28	\$10.65	\$13.03	\$15.40	\$17.75	\$20.12	\$22.48
More than 96 trunks, each trunk	\$3.65	\$6.08	\$8.50	\$10.94	\$13.36	\$15.79	\$18.22	\$20.65	\$23.08

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5. Local Interconnection Regions (LIR)

- 5.1. The LIR description in Item 5.5.2 includes the LIR designation, indented under the LIR designation is the exchange name and the default POI associated with the LIR. Exchanges served by "Remote" technology and theoretical exchanges are included in the LIR of the associated host exchange
- 5.2. CTS' LIR is as follows:

Cochrane LIR -	Default POI
Cochrane Cochrane LIR -	Cochrane (CCHRONXCDS0)* Default POI

*CLLI CODE

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6. Call Routing - LRN Absent

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

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

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

- i) Charges are applicable to all line-side and trunk-side MF interconnecting circuits without option.
- ii) Call Routing - LRN Absent is available for trunk-side CCS7 interconnecting circuits as an option.

6.4 Rates and Charges

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

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