

CHANGE OF OWNERSHIP

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

KMTS

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GENERAL TARIFF

Containing:

Terms of Service

Definitions

Tariffs for:

Exchange Service

Interexchange Services

Digital Network Services

Other Services and Facilities

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

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1. GENERAL

- 1.01 This General Tariff contains the terms and conditions of the basic contract for service that exists between KMTS, hereinafter called the Company, and each of its customers or lessees for all services and facilities furnished by the Company. Refer to Section 80, Terms of Service. C
- 1.02 The other sections contain the rates and charges for all services and facilities provided on a general basis in all of the Company's Exchanges. C
- 1.03 The Company must apply the rates specified in this Tariff. There is no authority to apply different rates and charges for services or facilities unless otherwise specified in the Tariff.
- 1.04 In this General Tariff, "Commission" means the Canadian Radio-television and Telecommunications Commission.
- 1.05 Pursuant to Telecom Decision CRTC 2006-14, Revised regulatory framework for the small incumbent local exchange carriers (March 29, 2006), the Company's local exchange services may be resold in accordance with the conditions of this tariff. However, the resale of residential exchange services is only permitted to provide residential services.

2. TARIFF REVISIONS

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

3. NUMBERING

- 3.01 Numbering in this Tariff will be shown in the following manner:
120-2.01(a) (1).
- 120 denotes the Section
2 denotes the Sub-section
2.01 denotes the Item
(a) denotes the Paragraph
(1) denotes the Article

CODES AND SYMBOLS

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

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

ABBREVIATIONS

ABBREVIATIONS DENOTES

40MHZ 40 megahertz
60HZ 60 hertz
110V 110 volts
% per cent
/sec per second
A.C. alternating current
Amp Hr ampere-hour
A.S.R. automatic sending and receiving (teletypewriter)
BIF business interphone -F
B.R.A. base-rate area
B.S.S. business service systems
Bus business
C.D.F. central distribution frame
C.O. Central Office
Con't continued
D.C. direct current
D.S.L.T. dial station line terminal
E.A.S. extended area service
Ext. extension
H.F. high frequency
I/C incoming
Km kilometre
L.R.A. locality rate area
M.E.S.C. multi-element service charge
MRC monthly recurring charge
N/A not applicable
No. number
NRC non-recurring charge
P.A.B.X. private automatic branch exchange
P.B.X. private branch exchange
P.S.R. page type-sending and receiving (teletypewriter)
P.T.C. program transmission channel
R/C rate code
Rev. revision
R.G. rate group
S/A special assembly
S.C. service charge
SSB single side-band
SS-1 selective-signalling system
T.V. television
TWX teletypewriter exchange service
USOC uniform service order code
VHF very high frequency
WATS wide area telephone service

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TERMS OF SERVICE

1. GENERAL

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

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

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

All of the above bind both the Company and its customers.

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TERMS OF SERVICE

T 2. EFFECTIVE DATE OF CHANGES

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

T 3. OBLIGATION TO PROVIDE SERVICE

- 3.01 The Company is not required to provide service to an applicant where:
- (a) the Company would have to incur unusual expenses which the applicant will not pay; for example, for securing rights of way or for special construction
 - (b) the applicant owes amounts to the Company that are past due other than as a guarantor; or
 - (c) the applicant does not provide a reasonable deposit or alternative required pursuant to these Terms
- 3.02 Where the Company does not provide service on application, it must provide the applicant with a written explanation to these Terms.

4. SYSTEM FACILITIES

- 4.01 Except where otherwise stipulated in its tariffs or by special agreement, the Company must furnish and install all facilities required to provide service.
- 4.02 Upon termination of service, the customer shall return Company equipment.
- 4.03 The Company must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that the Company may charge for the additional expense incurred when the applicant or customer requires maintenance and repair work to be performed outside of regular working hours. This section does not apply where otherwise stipulated in the Company tariffs, or by special agreement.
- 4.04 A customer who has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to the Company's facilities, may be charged the cost of restoration or replacement. In all cases, customers are liable to the Company for damage caused to the Company facilities by customer-provided facilities.

T Transferred from page 1 of Section 80

TERMS OF SERVICE

5. COMPANY RIGHT TO ENTER PREMISES

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

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TERMS OF SERVICE

7. DEPOSITS AND ALTERNATIVES

- 7.01 Except as otherwise stipulated in its Tariffs, the Company cannot require deposits from an applicant or customer at any time unless the applicant or customer:
- (a) has no credit history with the Company and will not provide satisfactory credit information;
 - (b) has an unsatisfactory credit rating with the Company due to payment practices in the previous two years regarding the Company's services; or
 - (c) clearly presents an abnormal risk of loss
- 7.02 The Company must inform the applicant or customer of the specific reason for requiring a deposit, and of the possibility of providing a reasonable alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee
- 7.03 An applicant or customer may provide an alternative an alternative to a deposit provided it is reasonable in the circumstances.
- 7.04 At no time may the total amount of all deposits and alternatives provided by or for an applicant or customer exceed three month's charges for all services, included anticipated long distance charges.
- 7.05 The Company shall credit interest on customer cash deposits held by the Company for the period during which the deposit is retained and the interest rate shall be the Bank of Canada Target for the Overnight Rate plus 1.25%. C
- 7.06 The Company must show on the customer's monthly billing statement, the telephone number of a company representative to whom any billing inquiry regarding a customer's deposit may be directed. The Company shall also provide a written statement to the customer of the total amount of the deposit held with accrued interest upon customer request or at the time of refunding the deposit.
- 7.07 The Company must review the continued appropriateness of deposits and alternative arrangements at six-month intervals. When service is terminated, or the conditions which originally justified them are no longer present, the Company must promptly refund the deposit, with interest, or return the guarantee, or other written undertaking, retaining only any amount owed to it by the customer.

TERMS OF SERVICE

8. RESTRICTIONS ON USE OF SERVICE

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

9. CUSTOMER LIABILITY FOR CALLS

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

TERMS OF SERVICE

11. CONFIDENTIALITY OF CUSTOMER RECORDS (con't)

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- 11.01(a) Express consent may be taken to be given by a customer where the customer provides:
- written consent;
 - oral confirmation by an independent third party;
 - electronic confirmation through the use of a toll-free number; or
 - electronic confirmation via the internet.
 - oral consent, where an audio recording of the consent is retained by the carrier; or
 - consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

Transferred from
Sec 80/Pg6/Item 11

- 11.02 The Company's liability for disclosure of information contrary to Subsection 11.01 is not limited by Subsection 16.01.
- 11.03 Upon request, customers are permitted to inspect the Company records regarding their service.

TERMS OF SERVICE

12. DIRECTORIES

12.01 Reserved for future use.

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12.02 Reserved for future use.

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12.03 The contents of The Company's directories may not be published or reproduced in any form without The Company's written consent.

13. DIRECTORY ERRORS AND OMISSIONS

13.01 In the case of errors or omissions in directory white and yellow pages standard listings, whether or not the error or omission is with regard to a telephone number, the Company's liability is limited to making a refund or cancelling any charge associated with such listings for the period during which the error or omission occurred. However, where the error or omission is occasioned by the Company's negligence, the Company is also liable for the amount calculated in accordance with 16.01.

13.02 In the case of errors in telephone numbers in directory white and yellow page listings, unless Central Office facilities are unavailable, the Company must provide reference of call service, free of charge, until termination of the customer's service or distribution of updated directories for that district in which the number or listing is correct.

TERMS OF SERVICE

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

14.01 Customers do not have any property right in any telephone number assigned to them. the Company may change such numbers, provided it has reasonable grounds for doing so and has given reasonable advance written notice to the customers in question, stating the reason and anticipated date of change. In cases of emergency, oral notice with subsequent written confirmation is sufficient.

14.02 Whenever the Company changes a customer's telephone number on its own initiative, it must, unless there are insufficient Central Office terminations available, provide reference of call service without charge until termination of the customer's service or distribution of updated directories for that district showing the new number, whichever occurs first. C

15. REFUNDS IN CASES OF SERVICE PROBLEMS

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

TERMS OF SERVICE

16. LIMITATION OF COMPANY LIABILITY

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

16.02 The Company is not liable for:

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

TERMS OF SERVICE

17. PAYMENT TIME LIMIT

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

TERMS OF SERVICE

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

19.01 In the case of a recurring charge that should not have been billed or that was overbilled, a customer must be credited with the excess back to the date of the error, subject to applicable limitation periods provided by law. However, a customer who does not dispute the charge within one year of the date of any itemized statement which shows that charge correctly, loses the right to have the excess credited for the period.

19.02 Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the customer disputes them within 150 days of the date of the bill.

19.03 A customer who is credited with any amount that should not have billed or that was overbilled shall also be credited with interest on that amount calculated as the Bank of Canada Target for the Overnight Rate plus 1.25% for the period during which the error occurred. C

20. MINIMUM CONTRACT PERIOD AND CANCELLATION BEFORE SERVICE COMMENCEMENT

20.01 The minimum contract period for The Company services is one month commencing from the date the service is provided, except where otherwise stipulated in The Company's tariffs or where The Company has stipulated a longer period in instances in which special construction is necessary or special assemblies are installed.

20.02 A customer who cancels or delays a request for service before installation work has started cannot be charged by The Company. Installation work is considered to have started when the customer has advised The Company to proceed, and The Company has incurred any related expense. A customer who cancels or delays a request for service after placing an order for service, but before service has started, will be charged the lesser of the full charge for the entire minimum contract period plus the installation charge and the estimated costs incurred in the installation less estimated net salvage. The estimated installation costs include the cost of unsalvaged equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labour and supervision, and any other disbursements resulting from the installation and removal work.

TERMS OF SERVICE

21. CUSTOMER-INITIATED TERMINATION OF SERVICE

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

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

- (a) in the event of the death of the customer during the minimum contract period, the termination is effective from the date The Company is notified of the death;
- (b) where the customer's premises are destroyed, damaged or condemned by reason of fire or other causes beyond the customer's control, so that they must be abandoned, the termination is effective from the date The Company is notified;
- (c) in the case of directory listings for which a specific charge applied and in the case of directory, listings with regard to joint use of service, in the event of the death of the listed party or any joint user or when either acquires separate telephone service, the termination is effective from the date The Company is notified of the death or from the date of the commencement of the separate service;
- (d) where a change to the base rate, Exchange or local service area affects the customer's service, the termination is effective from the date The Company is notified of the customer's desire to terminate service;
- (e) where a customer replaces any of The Company's service with another of The Company's service, the termination is effective from the date of the replacement, subject to the terms of The Company's tariffs and, notwithstanding Subsection 1.3 item (c) the terms of the contract for the service in question;
- (f) where a customer's service is taken over without a lapse by a new customer at the same location, the termination with respect to the original customer is effective from that date. However, if at that time the new customer discontinues any of the original service or facilities, the original customer must pay the full charge for such discontinued service or facilities for the entire minimum contract period;

TERMS OF SERVICE

21. CUSTOMER-INITIATED TERMINATION OF SERVICE (con't)

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

22. COMPANY-INITIATED SUSPENSION OR TERMINATION OF SERVICE

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

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

TERMS OF SERVICE

22. COMPANY-INITIATED SUSPENSION OR TERMINATION OF SERVICE (con't)

22.02 The Company may not suspend or terminate service in the following circumstances;

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

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

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

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

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

- (a) repeated efforts to so advise have failed; or
- (b) immediate action must be taken to protect the Company from network harm resulting from customer-provided equipment; or

TERMS OF SERVICE

22. COMPANY-INITIATED SUSPENSION OR TERMINATION OF SERVICE (con't)

22.04 (con't)

(c) the suspension or termination occurs by virtue of a failure to provide payment when requested by The Company pursuant to Article 17.04.

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

22.06 Suspension or termination does not affect the customer's obligation to pay any amount owed to the Company.

22.07 In the case of services that have been suspended unless suspension occurs during the minimum contract period, the Company shall make a daily pro rata allowance based on the monthly charge for such services.

22.08 The Company must restore service, without undue delay, where the grounds for suspension or termination no longer exist or a payment or deferred payment agreement has been negotiated.

22.09 Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, the Company must restore service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

GENERAL

1. RETURNED CHEQUE CHARGE

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

You will find the company's Policy regarding late payment and non-sufficient funds charges at the following website www.kmts.ca. Alternatively, a customer can request a written copy of the Policy by contacting the following number 1-800-362-3347.

GENERAL

2. LATE PAYMENT CHARGE

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

You will find the company's Policy regarding late payment and non-sufficient funds charges at the following website www.kmts.ca. Alternatively, a customer can request a written copy of the Policy by contacting the following number 1-800-362-3347.

3. GENERAL TERMS AND CONDITIONS

- 3.01 The following terms and conditions apply for all service, equipment and facilities furnished by the Company as provided for in its various Tariffs.
- 3.02 Except as provided for in Section 80 - 4.03, the Company may require that customers install and/or maintain telephones, equipment or facilities provided by the Company and assume all risks and liabilities incident to the installation, maintenance and operations thereof when such telephones, equipment or facilities are located in places involving unusual hazards. The Company may compensate such customers by means of monthly allowances to be set off against the Company's standard monthly rates.
- 3.03 The customer shall arrange and pay for a local supply of suitable commercial electric energy with outlet, when required for the operation of Company-provided equipment furnished to the customer.
- 3.04 When a deposit is warranted, a \$ 100 minimum deposit is required from applicants or new customers.

GENERAL

4. SALE OF DIRECTORY FILES

- 4.01 The Company's Directory File Service provides for a machine-readable file containing non-confidential customer listing information for Kenora Municipal Telephone System customers listed, and intended to be listed, in KMTS's Directories. The Company provides a complete set of listings as specified in Items 4.06 and 4.07, to independent telephone directory publishers for the sole purpose of publishing telephone directories, and to alternative operator service providers (AOSPs) for the sole purpose of providing directory assistance.
- 4.02 Applicants for Directory Files must enter into a sub-licensing agreement with Kenora Municipal Telephone System which, among other things, protects KMTS's copyright of listed information. The standard sub-licensing agreement to be signed by an applicant is available upon request.
- 4.03 Definitions
- (a) The term "machine-readable" describes the output format for the Directory File. Directory Files are provided in the electronic medium prescribed by Kenora Municipal Telephone System.
- (b) The term "Master File" means the directory file updated monthly to include the previous monthly update file.
- (c) The term "Update file" means the current monthly file which contains only the changes to subscriber listing information that is, additions, revisions and deletions resulting from service order activity affecting the master file.
- 4.04 The listing information provided under the terms of the licensing agreement, shall be used only to compile, produce, publish and distribute telephone directories, or to provide directory assistance as the case may be, and shall not be shared, re-sold, rented or otherwise disposed of to any third party.
- 4.05 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.

- 4. SALE OF DIRECTORY FILES - continued C
- 4.06 Directory Files include the following information, as printed in the Company's Directory: C
 - (a) Name:
 - Residence
 - surname, given name and/or 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 given name and/or initials and designation if applicable
 - (b) Address:(unless not included at the request of the customer)
 - address/location type (floor, building, etc.), if printed in the directory
 - address/location (e.g. floor, suite, apartment number),if printed in the directory
 - house number/suffix - civic number or rural route number if applicable
 - street name or unusual address
 - community name (if part of the listed address)
 - (c) Telephone Number:
 - listed seven digit telephone number, or seven digit telephone number with area code (NPA) where appropriate
 - (d) Exchange Name Abbreviation, as defined by the Company C
 - (e) Business/Residence/Government indicator
- 4.07 The following types of listing information are not provided in the Company's Directory Files: C
 - (a) Listings omitted, at the request of the customer, from the Company's published directory C
 - (b) Listings omitted, at the request of the customer, for additional lines billed to the same customer
 - (c) 800 and 888 Listings
 - (d) Reference Listings
 - (e) Zenith
 - (f) 911, 811, 611, 411, 0,1
 - (g) Postal Code
- 4.08 The Directory File includes customer listing information as specified in Sections 140 3 and 4.

GENERAL

4. SALE OF DIRECTORY FILES - continued C

4.09 Directory listing information will be made available 20 July 1999.

4.10 Rate and Charges

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

(a) Charges

(1)	Each Residence listing, Master File	\$.125
(2)	Residence, Update File	\$.250
(3)	Each Business or Government listing, Master File	\$.135
(4)	Each Business or Government, Update File	\$.270
(5)	Set-up fee:	
	(a) Master File	\$ 500.00
	(b) Master File and Update File	\$ 1,000.00

(b) Master files always include listings for residence, business and government classification in the Exchanges specified by the customer. C

(c) Update files are only provided in association with a master file of the same Exchange and must be requested at the same time as the master files. C

(d) Update files can be requested for either residence listings or business/government listings or residence, business and government listings of the same Exchanges requested in the master files. C

BASIC LISTING INTERCHANGE FILE AGREEMENT
(BLIF)

BASIC LISTING INTERCHANGE FILE AGREEMENT

THIS AGREEMENT EFFECTIVE THIS _____ DAY OF _____ 19__

**BETWEEN: The Corporation of the City of Kenora,
(Kenora Municipal Telephone System)**

a corporation duly incorporated under the laws of: **Ontario**

having its registered office at:

(hereinafter referred to as "**Licensor**")

AND:

a corporation duly incorporated under the laws of:

having its registered office at:

(hereinafter referred to as "**Licensee**")

WHEREAS Licensee is a Local Exchange Carrier and wishes to obtain Licensor's customer listing information contained in Licensor's BLIF for the purpose of providing the Services;

AND WHEREAS Licensor is a Local Exchange Carrier and agrees to grant to Licensee a license, as defined in this Agreement, to make use of Licensor's customer listing information contained in Licensor's BLIF under the terms and conditions set out in this Agreement and the Tariff.

NOW THEREFORE, IN CONSIDERATION of the mutual promises herein and other good and valuable consideration, Licensor and Licensee agree as follows:

1. DEFINITION OF TERMS

1.1 In this Agreement, including the recitals, unless the context otherwise specifies:

"Acknowledgment File" means the acknowledgment file, as defined in the BLIF Document, provided by Licensee to Licensor.

"Agent" or "Agents" means any third party or parties respectively, acting as an agent or agents on behalf of either the Licensor or Licensee, such as but not limited to a business associate or an affiliate, provided that the Agent or Agents are bound by the terms and conditions of this Agreement.

"Agreement" means this agreement, any documents incorporated into this Agreement by reference, and any amendments thereto as may be made from time to time by mutual written consent of the parties, including without limitation, Licensor's BLIF Tariff which is incorporated into this Agreement by reference.

"BLIF" means the Basic Listing Interchange File, as defined in the BLIF Document, provided by Licensor to Licensee.

"BLIF Document" means the document entitled "Basic Listings Interchange File: Service Description & Ordering Guidelines", prepared by the Canadian Operator Services and Directory Listings Forum, constituted under the direction of CISC, which document may be modified from time to time by CISC, subject to the required regulatory approvals. The BLIF Document is incorporated by reference into this Agreement and forms an integral part hereof.

"BLIF Master" means the provision of BLIF containing all of the Listings for an exchange or those exchanges agreed upon by the parties from time to time.

"BLIF Tariff" means those general tariffs of Licensor applicable to the provision of BLIF by Licensor to Licensee, which may be subject to regulatory approvals.

"BLIF Updates" means the provision of BLIF containing only updated Listings for an exchange, when compared to the BLIF Master for that exchange which Licensee has already received and for which Licensee has requested regular updates.

"Business Day" means a day, other than a Saturday or Sunday, on which the principal commercial bank of Licensor is open for business during normal banking hours.

"Confidential Information" means all data and information whether in written, machine readable or other tangible form, or disclosed orally, that is of value to the Disclosing Party (defined infra), is not generally known to competitors of the Disclosing Party, and which is communicated to the other party in relation to this Agreement. Confidential Information shall include, but not be limited to, information relative to the Disclosing Party's End-Customers (defined infra), services, facilities, current or proposed business plans, roll-out plans, financial information relating thereto, telephone calling pattern information, prices, trade secrets, know-how, formulae, processes, data, network configuration and rights-of-way, drawings, proprietary information, customer lists, and any other non-public information which concerns the business and operations of the disclosing party.

"CISC" means the CRTC Interconnection Steering Committee or successor committees.

"CRTC" means the Canadian Radio-television and Telecommunications Commission or successor agencies.

"Directory Assistance" means the provision of listings information by means of Licensee's directory information service, in response to a user request.

"Effective Date" means the date specified on the first page of this Agreement.

"End-Customer" means the user of telecommunication services provided by either of the parties hereto, as the case may be.

"Licensee" means the party named in the heading of this Agreement as the Licensee.

"Licensor" means the party named in the heading of this Agreement as the Licensor.

"Listing" or **"Listings"** means each and all subscriber listings respectively, as described in the "Listing Definitions" section of the BLIF Document, which are included in Licensor's BLIF.

"Listing Marks" means any and all trademarks, service marks, trade names, business names, name styles, tag lines, logos, slogans or other proprietary rights in and to an identity used in connection with the Listings.

"Local Exchange Carrier" or **"LEC"** means a Canadian carrier who is a local exchange carrier as defined in Telecom Decision CRTC 97-8;

"Marks" means any and all trademarks, service marks, trade names, business names, name styles, tag lines, slogans and logos of the parties to this Agreement and any other proprietary rights in and to the parties' respective identities;

"Person" means a natural person, corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business trust, business association or other legally recognized business association including governmental and public institutions, and without limiting the generality of the foregoing, includes an End-Customer.

"Services" means Directory Assistance and Telephone Directories.

"Telephone Directories" means directories of non-confidential subscriber listings in either print or electronic formats.

- 1.2 Words and expressions other than those defined in Section 1.1 are defined in the context in which they appear and shall have the meaning indicated thereunder.

2. TERM

- 2.1 The term of this Agreement shall commence on the Effective Date and, subject to the provisions of this Agreement, shall continue for a period of five (5) years from the Effective Date. This

Agreement shall be renewed automatically for successive five (5) year periods unless terminated in accordance with Section 9 of this Agreement.

3. OBLIGATIONS AND COVENANTS OF THE PARTIES

3.1 Licensor and Licensee each represents and warrants to the other that:

- (a) it is duly authorized to enter into and perform this Agreement;
- (b) this Agreement has been duly executed and delivered by it;
- (c) the entering into, and performance by it, of this Agreement does not and will not violate any law, regulation or other enactment or rule binding upon it, nor any contract by which it or any of its assets is bound; and,
- (d) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

3.2 Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable, personal, indivisible license to use, during the term of this Agreement, Licensor's Listings solely for the provision of the Services and no other purpose.

3.3 Licensor and Licensee each agree:

- (a) to perform their respective obligations, or use an Agent or Agents to perform said obligations, set forth in this Agreement, as the same may be amended or supplemented from time to time in accordance with this Agreement;
- (b) Licensee may use an Agent or Agents to provide Services on behalf of Licensee; and,
- (c) not to use or reproduce in any manner any of the Marks of the other party hereto without the prior written consent of that other party.

3.4 In addition to its other obligations set forth in this Agreement, Licensee:

- (a) shall use Licensor's Listings solely for the purpose of the provision of Services;
- (b) shall not license, sub-license, share, sell, re-sell, rent, lease, charge, encumber, pledge or otherwise dispose of, deal with, use or copy Licensor's BLIF in favour of any Person, save as expressly permitted herein;
- (c) notwithstanding Section 3.4(b), the Licensee is not precluded from making Licensor's BLIF available to Licensee's Agent or Agents, if the sole purpose of the disposition is for the provision of Services on behalf of the Licensee by the Agent or Agents.
- (d) subject to Section 3.4(f), may use, limit and/or sort, Licensor's Listings, in order to provide the Services, in accordance with Licensee's listing policy, which policy may vary by geographic location and from time to time, in Licensee's sole discretion;

- (e) subject to Section 3.4(f), may exclude from the Services any name provided as part of Licensor's Listing if such name is, in Licensee's sole discretion, contrary to Licensee's listing policy, obscene, or otherwise contrary to law;
- (f) shall treat, to a commercially and operationally reasonable extent, all Listings of the same type in the same manner regardless of whether the listings are Licensor's Listings, listings obtained from other Local Exchange Carriers, or Licensee's own listings; and,
- (g) may assume that the telephone service associated with a Listing is operational upon Licensee's receipt of the Listing, unless Licensor expressly informs Licensee otherwise in accordance with the BLIF Document.

4. PROVISION OF LISTINGS

- 4.1 Licensor agrees that BLIF will be in a format conforming with the specifications set out in the BLIF Document.
- 4.2 Listings will be provided by Licensor at intervals mutually agreed to from time to time by Licensee and Licensor .
- 4.3 Other than when an unusually high volume of Listings is received exceeding Licensee's normal processing abilities or when Licensee is closing a Telephone Directory for publication, Licensee shall process 90% of the Listings received from Licensor within two (2) Business Days, or within some other period of time mutually agreed upon by the parties.
- 4.4 Licensee shall acknowledge receipt of the Listings in accordance with the specifications set out in the BLIF Document and will provide an Acknowledgment File to Licensor for the BLIF.
- 4.5 Under no circumstances shall the Listings be deemed to be accepted in their form by Licensee solely upon the delivery of such Listings by Licensor to Licensee pursuant to this Agreement.

5. FEES & BILLING

- 5.1 Licensee shall pay Licensor for the Listings in accordance with the rates, terms and conditions set out in the BLIF Tariff. This paragraph shall survive termination of this Agreement.
- 5.2 Licensor may bill Licensee for the BLIF Master coincident with the delivery of the BLIF Master.
- 5.3 Licensor shall bill for BLIF Updates on a monthly basis. The quantity of Listings for which Licensor shall bill each month is the sum of all Listings accepted by Licensee in Acknowledgment File(s) in the previous month.

6. OWNERSHIP

- 6.1 Subject to the rights granted to Licensee pursuant to this Agreement, all right, title and interest in and to the Listings and all related materials are, and shall at all times remain, the sole and exclusive

property of Licensor.

7. PROTECTION OF THE LISTINGS AND OTHER INFORMATION

- 7.1 Licensee acknowledges that use of the Listings in any manner inconsistent with the terms and conditions of this Agreement may constitute a material breach of this Agreement, and may infringe upon the privacy of customers whose information is contained in the Listings.
- 7.2 Licensee will take all reasonable steps to protect and safeguard the Listings from unauthorized disclosure and shall take all reasonably necessary steps to ensure that no unauthorized Person has access to the Listings.
- 7.3 Licensee and Licensor agree that all Confidential Information received by one party (the "Receiving Party") from the other party (the "Disclosing Party") is proprietary to the Disclosing Party. The Receiving Party shall protect such Confidential Information from distribution, disclosure or dissemination to any Person except its employees or contractors with a need to know such Confidential Information in conjunction with this Agreement, except as otherwise authorized by the Disclosing Party in writing and as consistent with Section 7.1 of this Agreement. The Receiving Party shall advise such employees and/or contractors of the provisions of this Section 7, and such employees or contractors will use the Confidential Information only for such purpose for which it was provided under this Agreement.
- 7.4 Notwithstanding Article 7.3 of this Agreement, Licensee and Licensor agree that the Receiving Party will not have an obligation to protect any portion of Confidential Information which:
- (a) is made publicly available lawfully by a Person other than a party to this Agreement;
 - (b) is lawfully obtained from any source other than the Disclosing Party;
 - (c) is previously known by the Receiving Party without an obligation to keep it confidential; or,
 - (d) is released to the public by the Disclosing Party in writing.
- 7.5 Licensee and Licensor agree that each party will make copies of Confidential Information received from the other party only as necessary for its use under the terms of this Agreement, and each such copy will be marked with the same proprietary notices as appear on the originals. All copies of Confidential Information shall be protected to the same extent and in the same manner required by this Article 7 regarding Confidential Information.
- 7.6 Licensee and Licensor agree to use the Confidential Information solely in support of this Agreement and for no other purpose, and to return any and all Confidential Information, including all copies, to the Disclosing Party when the Confidential Information is no longer required in support of this Agreement.
- 7.7 Notwithstanding any other article in this Agreement, Licensee shall not disclose Listings to any Person in any manner which would disclose to such Person the LEC associated with the Listing.
- 7.8 Each party agrees that an impending or existing violation of any provision of this Article 7 would cause the other irreparable injury for which it would have no adequate remedy at law, and agrees that such other party shall be entitled to obtain immediate injunctive relief to prohibit such violation, in addition to any other rights and remedies available to it.
- 7.9 This Section 7 shall survive termination of this Agreement.

8. LIMITATIONS OF LIABILITY

- 8.1 Except as expressly provided in this Agreement, Licensor makes no representation or warranty to the Licensee in relation to the Listings, their comprehensiveness, adequacy, accuracy, or suitability for any purpose.
- 8.2 Except as expressly provided in this Agreement, Licensor shall not be liable in contract, tort, strict liability or otherwise, to Licensee for any loss, claim, liability, cost, expense or damage arising from the use of the Listings, howsoever and whenever caused.
- 8.3 Subject to Sections 8.4 and 8.5, and without limiting the generality of Section 3.1, neither party shall be liable to the other party for any indirect, special or consequential damages which that other party may suffer in connection with the Listings provided under, or used in accordance with, this Agreement, even if the party has been advised of the possibility of any loss, claim, liability, cost, expense or damage.
- 8.4 Notwithstanding any other provision of this Agreement, Licensor agrees to indemnify and hold harmless Licensee:
- (a) from and against any and all claims, demands, liabilities, costs, expenses, law suits or actions brought by or on behalf of any End-Customer or any other Person arising from an error or omission in the Listings provided to Licensee, made by Licensor due to negligence or otherwise, whether or not the error or omission is with regard to a name, address, telephone number or Listing Mark, provided that Licensor's liability under this indemnity shall not exceed the lesser of:
 - (i) the sum of \$1,000.00; or,
 - (ii) the maximum amount for which Licensor could be held liable, pursuant to Licensor's applicable terms and conditions of service, to its own customers or any other Person for a similar error or omission in its own customers' listings; and,
 - (b) without any limitation, from and against any and all claims, demands, liabilities, costs, expenses, law suits or actions brought by any Person arising from an error, omission, inclusion, alleged infringement, or unauthorized or improper use, due to negligence or otherwise, by the Licensor, of any of the Licensee's Marks.
- 8.5 Notwithstanding any other provision of this Agreement, Licensee agrees to indemnify and hold harmless Licensor:
- (a) from and against any and all claims, demands, liabilities, costs, expenses, law suits or actions brought by or on behalf of any End-Customer or any other Person arising from an error or omission in the Listings made by Licensee due to negligence or otherwise, whether or not the error or omission is with regard to a name, address, telephone number or Listing Mark, provided that Licensee's liability under this indemnity shall not exceed the lesser of:
 - (i) the sum of \$1,000.00; or,

- (ii) the maximum amount for which Licensee could be held liable, pursuant to Licensee's applicable terms and conditions of service, to its own customers or any other Person for a similar error or omission in its own customers' listings; and,
 - (b) without any limitation, from and against any and all claims, demands, liabilities, costs, expenses, law suits or actions brought by any Person arising from an error, omission, inclusion, alleged infringement, or unauthorized or improper use, due to negligence or otherwise, by the Licensee, of any of the Licensor's Marks.
- 8.6 Notwithstanding any other provision hereof, each of Licensor and Licensee agrees that liability of the Receiving Party of Confidential Information is not limited under this Agreement for unauthorized use or disclosure of such Confidential Information by the Receiving Party.
- 8.7 Licensor agrees that, in Licensor's terms and conditions of service with Licensor's End-Customers, Licensor shall limit Licensee's liability with respect to any errors or omissions in the subscriber listings of Licensor's End-Customers, made by Licensee, due to negligence or otherwise, whether or not the error or omission is with regard to a name, address, telephone number or Listing Mark, to the same extent Licensor limits its own liability for similar errors or omissions in the subscriber listings of its own End-Customers made by Licensor provided that if the Licensor does not limit its own liability to at least a reasonably prudent level with respect to any such errors or omissions to at least a level that would be reasonably prudent for any such errors or omissions.
- 8.8 This Section 8 shall survive termination of this Agreement.

9. TERMINATION RIGHTS

- 9.1 Licensee shall have the right to terminate this Agreement at any time by giving written notice to Licensor at least ninety (90) days in advance of the effective date of such termination.
- 9.2 Licensor shall have the right to terminate this Agreement upon ten (10) days prior written notice if Licensee has breached any of its material obligations hereunder, and Licensee has failed to cure such default within thirty (30) days of receipt of a written notice sent from Licensor describing the nature of the default.
- 9.3 Either party (the "Non-Defaulting Party") may terminate this Agreement upon ten (10) days prior written notice to the other party (the "Insolvent Party"), which notice shall specify the effective date of termination, if:
- (a) the Insolvent Party becomes insolvent,
 - (b) insolvency or bankruptcy proceedings are initiated against the Insolvent Party,
 - (c) the Insolvent Party transfers or makes an assignment of its property in favour of its creditors,
 - (d) the property of the Insolvent Party is placed under receivership or sequestration or is subject to liquidation, or
 - (e) the Insolvent Party ceases to carry on business in the ordinary course.
- 9.4 In the case of termination under this Section 9, any amounts due to Licensor pursuant to this Agreement by Licensee shall immediately become due and payable.

9.5 The termination of this Agreement shall not relieve Licensee of its obligation to pay any amounts due to Licensor and shall not deprive Licensor of any of the rights, remedies or actions that may accrue to it up to and including the effective date of termination.

9.6 Upon the effective date of termination of this Agreement, Licensee shall forthwith discontinue the use of the Listings and shall protect the Listings from any unauthorized use. Further, Licensee shall, within thirty (30) days or such other period as may be agreed upon by the parties hereto, either:

(a) destroy all Listings received from Licensor, to the extent those Listings can reasonably be destroyed, and certify to Licensor such destruction in a form satisfactory to Licensor acting reasonably, or

(b) return all Listings to Licensor, to the extent those Listings can reasonably be returned,

whichever is mutually agreed by the parties on termination of this Agreement, and this requirement applies to all originals and all copies of such Listings, in whole or in part, including partial copies and modifications, and any related materials received by Licensee from Licensor or made by Licensee.

9.7 Within thirty (30) days of the effective date of termination of this Agreement, or such other period as may be agreed upon by the parties hereto, both parties shall:

(a) destroy all Confidential Information received from the other party and certify to the other party such destruction in a form satisfactory to the other party acting reasonably, or

(b) return all Confidential Information to the other party,

whichever is mutually agreed by the parties on termination of this Agreement, and this requirement applies to all originals and all copies of such Confidential Information, in whole or in part, including partial copies and modifications, and any related materials received by each party from the other or made by each party.

9.8 This Section 9 shall survive termination of this Agreement.

10. **NOTICES**

10.1 Any notice, communication, request, demand or other document required or permitted to be given, sent or delivered hereunder by one party to the other shall be in writing and shall be given, sent or delivered to the party entitled or required to receive it:

(a) by registered mail, express delivery service, postage prepaid, mailed in Canada, and addressed as follows:

In the case of Licensor:

**Kenora Municipal Telephone System
110 Matheson St. S.
Kenora, ON**

P9N 1T8
Tel: (807) 467-2055
Fax: (807) 467-2066

In the case of Licensee: (Name)
 (Address)
 (City, Province)
 (Postal Code)
 (Telephone Number)
 (Facsimile Number)
 e-mail:
 Internet address:
 Attention:

or to such other or additional address as either the party entitled or required to receive a notice, communication, request, demand or other document, has, by notice given in accordance with this Section 10 communicated to the other party;

- (b) by facsimile transmission to its facsimile number shown in Section 10.1(a); or,
- (c) by electronic mail to its Internet address shown in Section 10.1(a).

10.2 Notices provided in accordance with this Section will be deemed given, sent or delivered as of the earlier of:

- (a) if sent by registered mail or postage prepaid mail in accordance with Section 10.1(a), on the fourth (4) Business Day following the date of mailing unless at any time between the date of mailing and the seventh (7) day thereafter there is a discontinuance or interruption of regular postal service, whether due to a strike or lockout or work slowdown affecting postal service at the point of dispatch or delivery or intermediate point, in which case the same shall be deemed to have been given, sent or delivered and actually received in the orderly course of the mails, allowing for discontinuance or interruption of regular postal service;
- (b) if sent by express delivery service in accordance with Section 10.1(a) at the end of the Business Day next following the date of forwarding; or,
- (c) if sent by facsimile in accordance with Section 10.1(b), or electronically in accordance with Section 10.1(c), on the Business Day next following the date of transmission.

11. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

11.1 Neither party nor its subcontractors or agents shall use the other party's Marks in any advertising, press releases, publicity matters, or other promotional materials or otherwise without such party's prior written consent which may be withheld in that party's sole discretion.

12. RECORD RETENTION

12.1 Except as otherwise required by law or agreed to in writing, each party shall maintain all books, records, contracts, instruments, data and other documents, including all accounting records, and any other information that may be stored on any computer medium (collectively, the "Records"), relating to the performance of its obligations under this Agreement for a minimum period which shall

be the greater of:

- (a) twelve (12) months (except for mechanized Records which shall be kept for two (2) months);
or,
- (b) each party's existing corporate records retention policy, if any.

13. PRINCIPLES OF INTERPRETATION

- 13.1 For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:
- (a) Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
 - (b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though the said provision had not been included.
 - (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
 - (d) No presumption shall operate in favour or against any party as a result of any responsibility that any party may have had for drafting this Agreement.
 - (e) This Agreement, and its performance, shall be subject to all applicable statutes regulations and regulatory approvals as the case may be.

14. WAIVER

- 14.1 No term or condition of this Agreement may be waived by either party without the express written consent of the other, and forbearance or indulgence by a party in any regard whatsoever or the failure of either party to enforce any of its rights under this Agreement or to give notice to the other party of the breach of any provision of this Agreement shall not constitute that party's waiver and shall not deprive the party of the right thereafter to insist on strict adherence to any term or condition of this Agreement. No consent or waiver shall be effective unless made in writing by an authorized representative of the party.

15. COUNTERPARTS AND FACSIMILE

- 15.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties all signed the same document. All counterparts will be construed together and will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by facsimile transmission and, if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered and executed one original Agreement.

16. ENTIRE AGREEMENT

- 16.1 This Agreement (which includes all documents referred to or incorporated by reference herein) cancels, replaces and supersedes as of its Effective Date, all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.

17. SUCCESSORS AND ASSIGNS

- 17.1 This Agreement shall not be assigned, sublet or transferred in whole or in part, by either party without the express prior written consent of the other which shall not be unreasonably withheld or delayed. This Agreement shall be binding upon, and shall endure to the benefit of, the parties and their respective successors and permitted assigns.

18. FORCE MAJEURE

- 18.1 Neither Licensor nor Licensee shall be liable to the other for any delay or failure in performance hereunder due to and including without limitation, fires, floods, war, storms, work stoppages, strikes, lock-outs, slow-downs and similar labour disruptions, embargoes, requirements imposed by governmental regulations, civil or military authorities, acts of God, the public enemy or other causes and circumstances which are beyond the reasonable control of the party delayed or unable to perform. If an excused performance occurs, the party delayed or unable to perform shall give immediate notice to the other party.

19. PRIOR APPROVALS

- 19.1 This Agreement is subject to any required regulatory approvals being obtained and maintained.
- 19.2 If the CRTC exercises its forbearance powers under the *Telecommunications Act* such that the BLIF Tariff no longer applies with respect to the provision of Listings contemplated by this Agreement, all documents incorporated into this Agreement by reference are deemed to be an integral part of this Agreement in the form in which they exist immediately prior to such forbearance taking effect, and this Agreement shall continue in full force and effect notwithstanding such forbearance.

20. LANGUAGE

- 20.1 This Agreement has been prepared and drawn up in English at the express wish of the parties. Le présent contract a été préparé et rédigé en anglais à la demande expresse des parties.

21. BREACH

- 21.1 In the event of a breach, or threatened breach, of any of the provisions of this Agreement, the parties agree that the harm suffered by the injured party would not be compensable by monetary damages alone and, accordingly, that the injured party shall, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach.

22. CONFLICT

- 22.1 Where any conflict may be found to exist between this Agreement and the BLIF Tariff, the BLIF Tariff shall be deemed to express the intent of the parties to this Agreement and shall prevail to the extent necessary to resolve the conflict.

23. GOVERNING LAW

- 23.1 This Agreement will be governed by and construed in accordance with the laws of the Province chosen by Licensor, in its sole discretion, which chosen Province is: **ONTARIO**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives effective on the date appearing above:

Kenora Municipal Telephone System (Name Of Company)
(LICENSOR) **(LICENSEE)**

Per: _____ **Per:** _____

Printed: Dennis E. McCaffrey Printed:

Title: General Manager Title:

Date: Date:

DEFINITIONS

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

BASE RATE AREA – The area served by an Exchange where Primary Exchange Services are provided at basic rates. Outside of the Base Rate Area but within the same Exchange See 100 – 3.01

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

BAUD – The signalling speed of a channel in pulses.

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

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

BUSINESS SERVICE – See 170 – 2.01

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

CENTRAL OFFICE – A designated building used historically to house switching equipment for main telephone, trunk lines and broadband equipment and also used by eligible CLECs, IXCs and DSLSPs for co-location, local interconnection, toll interconnection and broadband traffic hand-off.

CENTRAL OFFICE LINE – A channel that connects one or more main telephone services directly with a Central Office.

CHANNEL – An electrical path (or equivalent) provided by a physical conductor or otherwise, as The Company elects, for the transmission of electric energy. C

CIRCUIT – See "Channel"

CLASS OF SERVICE –

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

- When applied to message toll service this is the term used to describe the type of message which determines whether the person-to-person or station-to-station rate classification applies.

DEFINITIONS

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

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

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

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

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

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

Schedule 2 – operates at signalling speeds up to and including 55 bauds

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

Schedule 3A – operates at signalling speeds over 82.5 bauds up to and including 150 bauds.

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

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

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

DEFINITIONS

EXCHANGE – See 100 – 1.01

EXCHANGE AREA – See 100 – 1.01

EXCHANGE SERVICE – See 100 – 1.03

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

EXTRA LISTING – See 140 – 4.01

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

FOREIGN-EXCHANGE SERVICE – See 310 – 1.01

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

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

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

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

LOCAL CHANNEL – See 260 – 2

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

LOCAL SERVICE – See 100 – 1.03

LOCAL-SERVICE AREA – See 100 – 1.01

DEFINITIONS

MAIN TELEPHONE (OR MAIN STATION)

- As used with telephone service, denotes a telephone connected to main telephone service or, if two or more telephones are connected to any such service, denotes the principal one of such telephones.

- As used with channels for telephotograph transmission denotes a station designated by the lessee as the principal station (the term "main telephone" does not apply).

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

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

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

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

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

PRIMARY EXCHANGES SERVICES – See 100 – 2.01

PRIMARY LISTING – See 140 – 3.01

PUBLIC TELEPHONE SERVICE – See 150 – 1.01

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

RATE CENTRE – A designated Wire Centre within an Exchange used for determining local, interexchange and foreign-exchange distance charges. An Exchange may have one or more Wire Centres but only one Wire Centre in an Exchange is designated as the Rate Centre. C
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RESIDENCE SERVICE – See 170 – 3.01

RURAL FLAT RATE AREA – The area outside the Base Rate Area boundary of an Exchange Area where Rural Flat Rates apply for Primary Exchange Services. See 100 – 3.01

DEFINITIONS

SEMI-PUBLIC TELEPHONE SERVICE – See 160 – 1.01

SERVICE CHARGE – See 110 – 1.01

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

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SET – See “Telephone”

STATION

- As used in connection with telephone service – See “Telephone”.

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

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

TELEPHONE NUMBER - A distinctive designation assigned to each primary exchange service.

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

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

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

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EXCHANGE SERVICE – GENERAL

1. GENERAL

1.01 An Exchange is a basic unit for the administration and furnishing of telephone service, and normally includes a city, town or village and adjacent parts. The territory served by an Exchange, within which local service rates apply, is known as the Exchange area or local-service area. In some cases, an Exchange area includes two or more base rate areas. C
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1.02 When an Exchange area contains one Wire Centre and more than one base rate area, then that Wire Centre is designated as the Rate Centre. When more than one Wire Centre and more than one base rate area exists in an Exchange area, then only one of the Wire Centres is designated as the Rate Centre. C
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The Rate Centre location is used for determining message toll rate distance and in determining local, interexchange and foreign exchange distance charges. C
C

1.03 Exchange service (or local service) is the furnishing of service and equipment required for telephone communication between primary exchange services of the same Exchange or local service area, and between such service and the associated toll office. C

EXCHANGE SERVICE – GENERAL

2. PRIMARY EXCHANGE SERVICES

2.01 Primary exchange services are the basic services which provide for the facilities essential to the service, according to their respective equipment specifications.

2.02 The following primary services are furnished in each Exchange except where otherwise stated in this Tariff: C

a. Flat-rate services, which consist of Customer services, namely, individual line service.

b. Message-rate services, which consist of the following:

(1) Semi-public telephone service.

(2) Public telephone service.

2.03 The basic grade of service the Company's system will provide to its customers is individual-line (single party) service. Two and four party service will not be provided upon CRTC approval. C

EXCHANGE SERVICE - GENERAL

3. EXCHANGES

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

EXCHANGE NAMES	RATE BAND	NXX NO.	AREA CODE
KENORA	F-2	467	807
KENORA	F-2	468	807
KEEWATIN	F-2	547	807

i) Kenora has Extended Area Service with Keewatin (547) and with the Jaffray Melick (548), McKenzie Portage (543), Minaki (224), Whitedog (927), Redditt (225), Grassy Narrows (925), Sioux Narrows (226), and Clearwater Bay (733) Exchanges of Bell Canada.

iii) Keewatin has Extended Area Service with Kenora (468) and with Jaffray Melick (548), McKenzie Portage (543), Clearwater Bay (733), Minaki (224) and Whitedog (927).

4. Rate Schedule for Primary Exchange (Local) Service

- 4.01 A specific schedule for primary exchange (or local) service applies for the Base Rate Area and for the rural flat rate area.
- 4.02 The initial service period for all primary exchange service is one month.
- 4.03 The following are the basic monthly rates for primary exchange service.

R/C	DESCRIPTION	Monthly Rate		Service Charge
		Minimum	Maximum	
100	Access Single Line Bus	#	\$ 88.63 I	MESC
102	Access Trunk Line Bus	#	\$ 65.00	MESC
103	Access Short Term Bus	#	\$ 66.80 I	MESC
104	Access Temp S.S. Bus	Note 1		MESC
105	Access Level 8 Bus	\$ 31.00		MESC
106	Access Semi/Public Pay Station	\$ 31.00		MESC
109	Access Private Pay Station	\$ 38.60		MESC
110	Access Single Line Res	#	\$ 40.10 I	MESC
112	Access Short Term Res (3 months)	#	\$ 32.55 I	MESC
113	Access Temp S.S. Res	Note 1		MESC
114	Access WATS Charge Regular	\$ 34.00		MESC
115	Access Centrex Access	\$ 5.00		MESC
116	Access Substitution 800 entry	\$ 8.00		MESC
118	Access 800 Dedicated Line	\$ 34.00		MESC
917	Bell Level 8 Trunk Line	\$ 25.40		MESC
920	Direct Line Bus	\$ 15.00		MESC
950	Direct Line Res	\$ 15.00		MESC

- (a) Equivalent service is provided at a monthly rate of \$ 1.00 (USOC B32) for each line so arranged.
- (b) Emergency Reporting Tel. is classified as a Business service.

Note: Additional charges as specified in the Company's Tariff apply for telephones or other equipment provided by the Company.
 - Destandardized

Note 1: The tariffed monthly rate for the Temporary Suspension Service is equal to one half of the applicable basic monthly rates for primary exchange service expressed in subsection 4.03.

Filed in confidence with the CRTC.

5. RELAY SERVICE

5.01 General

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

In addition, Internet Protocol Relay Service (IPRS) enables a person using an Internet-enabled device (e.g., personal computer) to communicate with another person (or vice-versa) over the telephone network. A specially trained operator transmits messages via Internet Protocol (IP)-based text conversation with a person with a hearing or speech disability and via voice conversation with a person without such a disability.

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

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

5.02 Rates and Charges

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

<u>USOC</u>	<u>DESCRIPTION</u>	<u>MONTHLY RATE</u>
RLYSVC	Hard of Hearing – Relay Service	\$ 0.13

EXCHANGE SERVICE - GENERAL

6. 9-1-1 PUBLIC EMERGENCY REPORTING SERVICE

6.01 General

- a) Public Emergency Reporting Service is provided to all residence and business customers connected to the Company's network by primary Exchange, Centrex, Digital Network Service or Wireless Access services, including those customers residing municipalities that have entered into an agreement for the provision of PERS with the Company. This service is also provided upon request to other municipalities outside of the Company's operating territory and served by another telephone company that has agreed to provide their customers access to the Company 9-1-1 code, through an appendix to the existing interconnection agreement with the Company, from each of their Wire Centres to provide service coverage specified in the agreement with the municipality, subject to the availability of suitable facilities. The service provides for the transport of 9-1-1 dialed calls to the emergency reporting bureau and other agencies as specified in the agreement. C
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C
- b) The service provides the universally recognized 9-1-1 three-digit dial access code from each wire center to the emergency response agency servicing the community and/or municipality. Answering of the call and the emergency response is the responsibility of the Emergency Report Bureau (ERB) and is not provided by the Company as part of the 9-1-1 Public Emergency Reporting Service. C
- c) The Company determines and provides the required individual trunk lines and data lines to the ERB and the fire, police and ambulance dispatch centers. When the ERB requests lines or trunks above the number determined to be appropriate by the Company then tariff rate apply to the additional lines and trunks requested. C

6.02 Confidentiality

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

6. 9-1-1 PUBLIC EMERGENCY REPORTING SERVICE - Continued

Features

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

a) Selective Routing and Transfer

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

1. Wireline

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

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

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

2. Wireless

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

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

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

Transferred from
Sec/100/Sub-section 6/
Items 6.03/ Paragraph a)/
Articles 1 & 2/Pgs 8 & 9

T 6. 9-1-1 PUBLIC EMERGENCY REPORTING SERVICE - continued

6.03 Features

b) Automatic Line Identification (ALI)

1. Wireline

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

2. Wireless

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

Transferred from
Sec/100/Sub-section 6/
Items 6.03/ Paragraphs b & c)/
Articles 1 & 2/Pg 10

c) Call Control Feature

1. Wireline

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

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

The originating terminal equipment may limit application of some features, e.g., the PBX station may not provide Call Control Features even though the PBX trunks are provided with Call Control Features.

2. Wireless

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

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6. 9-1-1 PUBLIC EMERGENCY REPORTING SERVICE - continued

Features – continued

6.03 d) Integrity Check

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

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

Rate and Charges

Transferred from
Sec/100/
Sub-section 6/Items 6.03/
Paragraph d)/Pg 11/
Item 6.04/
Paragraph a)/Pg 12

A monthly rate as stated below applies to all customers served by a 9-1-1 PERS as specified in 7.01 above.

Description	Monthly Rate
Each access line – outward local calling (see note 1)	\$ 0.21
Each Centrex local	\$ 0.21
Digital Network Access Service, each DS-0 connected to the PSTN for outward local calling (see note 2)	\$ 0.21
Wireless Service Provider (WSPs), per wireless working number equipped for outward calling (see note 3)	\$ 0.105

Note 1: Coin telephones are excluded from 911 charges

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

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

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Transferred to
Sec/100/Pg 8

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Sec/100/Pg 9

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Sec/100/Pg 9

SERVICE CHARGES

1. GENERAL

- 1.01 A service charge applies when the Company provides service, equipment and/or facilities to its customer, including a change of premises for an existing customer and when the Company, at the customer's request, performs work for him. Exceptions are specified as appropriate. A service charge also applies for the restoration of service suspended for violation of regulations.
- 1.02 Service charges apply in addition to other rates and charges unless otherwise stated.
- 1.03 In general a service charge applies for each item of service or equipment.
- 1.04 An additional charge may be made based on the additional actual expense incurred when:
- (a) it is necessary for the Company to install a special assembly of equipment or incur unusual expenses in order to meet the particular service requirements of a customer, or
 - (b) a customer stipulates the performance of work outside regular working hours or other conditions that cause unusual expense.
- 1.05 For outside work affecting wires, cables, poles and other equipment located on a customer's premises, a service charge may be made based on the actual expense incurred by the Company.
- 1.06 Partial disconnection of service is the restriction of access to message toll service when an individual-line business or residence customer fails to comply with the conditions specified in Section 80 - 22. Partial disconnection may be applied, at the Company's discretion, to customers served from Central Office equipped with electronic switching as an alternative to temporary disconnection. Restoral of full service will be effected when payment in full is received or a deferred payment arrangement acceptable to the Company has been agreed to with the customer.
- 1.07 Partial disconnection is also applied for non-payment of charges purchased from, or billed on behalf, of any long distance service providers that are not disputed.

1. GENERAL con't

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

Conditions:

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

1.09 A service charge does not apply for the following:

- (a) Repair work, except for those conditions when Section 80-4.03, 4.04, 4.05 (Terms of Service) and Section 850 (Customer Provided Equipment) apply.
- (b) The removal of service, equipment, and/or facilities.
- (c) Work that The Company initiates for service reasons.
- (d) The re-establishment of service at the same or different premises after interruption caused by damage to the customer's premises beyond his control.

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SERVICE CHARGES

2. MULTI-ELEMENT SERVICE CHARGES

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

2.02 The four service charge elements are described as follows:

(a) ADMINISTRATION CHARGE

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

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

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

(b) LINE CONNECTION

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

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Line Connection Charge applies:

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

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(c) PREMISES VISIT

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

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

2. MULTI-ELEMENT SERVICE CHARGE con't

2.01 con't

(d) WORK CHARGE

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

A Work Charge does not apply if:

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

SERVICE CHARGES

3. SERVICE CHARGES SCHEDULE

R/C	DESCRIPTION	CHARGE
200	Administration Bus	\$ 35.00 I
201	Line Connect Bus	\$ 69.00 I
202	Premise Visit Bus	\$ 35.00 I
203	Work Bus	\$ 66.00
220	Administration Res	\$ 23.00
221	Line Connect Res	\$ 32.00 I
222	Premise Visit Res	\$ 35.00 I
223	Premise Work Res	\$ 25.00 I
229	Deactivate/Remove - Toll Denial Service Residence	\$ 10.00

SERVICE CHARGES

4. APPLICATION OF MULTI-ELEMENT SERVICE CHARGES

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

WORK FUNCTION	ADMIN CHARGE	LINE CONNECT CHARGE	PREMISES VISIT CHARGE	PREMISES WORK CHARGE
<u>Receiving, recording and processing Customer's request.</u> Apply: - once for each request regardless of number of items to be completed on same premises at same time and for same billing number.	X			
<u>Connecting telephone line to the network.</u> Apply for: - each line connected to the network - other bridging connections in the Central Office - each customer's request resulting in a number change.		X X X		
<u>Visit to Customer's premises to complete a Customer's request.</u> Apply for each visit whether work is done or not. <u>Does not</u> apply to subsequent visits to complete an order where a Premises Visit charge has already been applied.			X	
<u>Work performed at the Customer's premises at Customer's request.</u> Apply to install, move or change a telephone line or miscellaneous equipment. <u>Does not</u> apply when: - equipment is in-place at the time service is established and no move or change is requested - a telephone equipped with a plug is delivered by the Company to a customer's premises.				X

SERVICE CHARGES

5. OTHER EQUIPMENTS AND SERVICE CHARGES

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

6. DIAGNOSTIC MAINTENANCE CHARGE

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

1. GENERAL

1.01 When the customer does not return all telephone sets that are the property of the Company upon termination of service, the Company will apply a telephone set loss charge.

1.02 Payment of the Set Loss Charge does not transfer ownership of the set from the Company.

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CONSTRUCTION CHARGES

1. GENERAL

1.01 Construction charges apply for the following:

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

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

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

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

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

CONSTRUCTION CHARGES

2. CONSTRUCTION ON A PUBLIC THOROUGHFARE

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

CONSTRUCTION CHARGES

3. CONSTRUCTION ON PRIVATE PROPERTY

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

CONSTRUCTION CHARGES

4. INTERIOR CONSTRUCTION

- 4.01 The Company normally installs exposed wiring in buildings except as follows:
- (a) If an applicant, customer or builder provides suitable conduit or other means of concealment, which is acceptable to the Company, the latter installs wiring in it without additional charges.
 - (b) Subject to the following conditions, the Company installs concealed wiring in a residential dwelling during construction without additional charge if requested sufficiently in advance by a duly authorized person:
 - (1) The size of the building and the type and stage of construction are, in the Company's opinion, are suitable for the work to be performed.
 - (2) The Company decides the type of wiring to be used and the method of installing it.
 - (3) Should the wiring become unusable after its installation, the Company installs other inside wiring by one of the other methods described in this Section.
 - (4) The Company does not guarantee that subsequent changes in or additions to wiring installed during construction will be concealed.
- 4.02 When the Company otherwise installs concealed wiring at the request of an applicant, customer or builder, the latter may be required to pay the difference between the cost of the work done and the cost that the Company would have incurred for exposed wiring.
- 4.03 When the Company has to use a non-standard method of wiring or installation because of the type of construction of a building, it may require the applicant, customer or builder to bear any unusual expense that the Company incurs.
- 4.04 The Company charges a Premise Work Charge for installing each pre-wired outlet at a single line residence, business customer. The activation of the pre-wired outlet is done by the Company at no additional premise work charge. Other elements of the Multi-Element Service Charges apply accordingly.

DIRECTORY LISTINGS

1. GENERAL

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

DIRECTORY LISTINGS

2. LISTINGS PROVIDED WITHOUT ADDITIONAL CHARGE

2.01 The Company provides one listing in light-face type without additional charge in the alphabetical directory list for the serving Exchange as follows, except where otherwise stated in this Tariff: C

(a) For each individual line, except that when two or more such lines of the same customer are arranged for equivalent service, only one listing is provided without additional charge.

2.02 Emergency call listings may be provided without additional charge for police and fire services, at the discretion of the Company.

2.03 Listings are provided without additional charge for specified services as stipulated in this Tariff.

2.04 When a government has numerous separately listed telephone services in one Exchange, the Company may provide, without additional charge, a special directory list of the frequently called telephone numbers, in addition to the regular listings, if in its opinion this will facilitate the correct routing of calls to such numbers and thereby substantially reduce the number of telephone requests for information about them. C

DIRECTORY LISTINGS

3. PRIMARY LISTINGS

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

DIRECTORY LISTINGS

4. EXTRA LISTINGS

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

DIRECTORY LISTINGS

4. EXTRA LISTINGS (con't)

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

4.05 Residence extra listings are provided as follows:

- (a) In names of persons who reside in the household of a customer.
- (b) In names of persons who occupy a customer's premises temporarily under lease and continue his service without change in billing.
- (c) In names of persons who reside in premises at which only business service is furnished, the telephone number of that service being listed.
- (d) In names that are minor variations of the name in another residence listing.

DIRECTORY LISTINGS

5. INITIAL SERVICE PERIOD FOR CHARGEABLE EXTRA LISTINGS

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

6. RATES FOR EXTRA LISTINGS

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

R/C	USOC	DESCRIPTION	MRC	SC
942	RLT	Extra Listing Res	\$ 0.45	MESC
902	CLT	Extra Listing Bus	\$ 0.45	MESC
919	FALX1	Foreign Extra Listing	\$ 1.50	MESC
918	ENR	Zenith Extra Listing	\$ 5.05	MESC
903	NPU	Non-published Listing Bus	\$ 1.00	MESC
943		Non-published Listing Res	\$ 1.00	MESC

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

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

7. CHARGES FOR INFORMATION SERVICE - LOCAL (DIRECTORY ASSISTANCE)

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- 7.01 Rates and charges for this item are are forborne from regulation pursuant to Telecom Decision CRTC 2014-213.
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- 7.02 Where rates and charges are billed for this service pursuant to the above-mentioned forbearance decision, the directory assistance charge does not apply to calls originating from:
- (1) persons calling from the Public Telephone Service, Hotel/Motel PBX Service, and Toll Telephones.
 - (2) persons calling from federally or provincially registered hospitals, or those administered by the provincial or federal government.
 - (3) persons unable to use the alphabetical telephone directory list due to any of the following permanent disabilities which are certified by a physician, clergyman or a qualified organization's representative and are so registered with KMTS.
 - (a) The person has a physical or mental disability
 - (b) The person is functionally illiterate
 - (4) persons 65 years of age or over whose age is certified by means of suitable proof of age and are so registered with KMTS.
 - (5) persons who inform KMTS of a temporary handicap or disability preventing the use of the directory.
 - (6) persons calling in situations where an emergency exists
 - (7) persons requesting listings omitted from the directory in accordance with the customer's request, or for listings that are not found
 - (8) persons employing Relay Service
 - (9) a request made using 1-800-555-1212.

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

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8. CHARGES FOR INFORMATION SERVICE - LONG DISTANCE (DIRECTORY ASSISTANCE)

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

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

- (1) persons calling from the Public Telephone Service, Hotel/Motel PBX Service, and Toll Telephones.
- (2) persons calling from federally or provincially registered hospitals, or those administered by the provincial or federal government.
- (3) persons unable to use the alphabetical telephone directory list due to any of the following permanent disabilities which are certified by a physician, clergyman or a qualified organization’s representative and are so registered with KMTS.
 - (a) The person has a physical or mental disability
 - (b) The person is functionally illiterate
- (4) persons 65 years of age or over whose age is certified by means of suitable proof of age and are so registered with KMTS.
- (5) persons who inform KMTS of a temporary handicap or disability preventing the use of the directory.
- (6) persons calling in situations where an emergency exists.
- (7) persons requesting listings omitted from the directory in accordance with the customer’s request, or for listings that are not found.
- (8) persons employing Relay Service
- (9) a request that is made using 1-800-555-1212

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KENORA MUNICIPAL TELEPHONE SYSTEM

GENERAL TARIFF

DIRECTORY LISTINGS

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Section 140

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1. GENERAL

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

2. CONTRACT ARRANGEMENTS

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

3. LISTINGS

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

4. EQUIPMENT

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

5. RATES AND CHARGES

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

5.02 Regular rates apply for message toll service.

1. GENERAL

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

- (a) Where a public service does not seem warranted and there is an indication of combined customer and public usage.
- (b) Where there is collective use of the service by guests, members or similar occupants of the premises and a business service is unsuitable.

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

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

2. SERVICE AND EQUIPEMENT

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

3. RATES AND CHARGES

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

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

3.03 Local calls originating at semi-public telephones are charged at \$ 0.25 each.

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

BUSINESS AND RESIDENCE SERVICE

1. GENERAL

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

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2. BUSINESS SERVICE

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

3. RESIDENCE SERVICE

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

INDIVIDUAL LINE SERVICE

1. GENERAL

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

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2. REGULATIONS

2.01 The Company reserves the right to determine which telephone line shall be connected to which Central Office and to connect business and residence telephones to the same line when the service is not impaired thereby.

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3. RATES

3.01 Rates for individual service are given in Item 100-4.

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1. Direct Connection

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

1.02 The switching and aggregation charge relates to all associated switching, transport and signalling functions performed by the Company at the originating or terminating end of a call.

1.03 Rates and charges

Direct Connection rate per conversation minute:

Per conversation minute \$0.001662

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1. CENTREX SERVICE

1.01 Centrex service is provided from a line-serving switch equipped Central Office located on the Company premises. C
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1.02 The monthly rates for Centrex access lines includes the following:

- (a) Access to basic Centrex features.
 - a. Call Transfer allows a call to be transferred from one telephone set to another.
 - b. Class of Service provides the capability to deny individual station features. The restrictions can be arranged to control all call originating or terminating on stations.
 - c. Extension calling allows station users with 7 digit dialing to use the intercom. For those users with 9+7 digits, they can have 4 digit dialing for internal calls.
 - d. Group Intercom allows a station user to direct an intercom call to any user member of a predesignated group.
 - e. Access to Special Facilities provides accessibility to audio input on-hold, radio paging where available.
- (b) Common equipment and switching equipment as required.
- (c) Facilities, including termination on a jack arrangement at the customer premise.
- (d) Touch-tone dialing capability.
- (e) One (1) 6-port conference is provided with each Centrex system for systems over 100 lines.

1.03 Customers may provide and install the inside wire and jacks from the demarcation point of the Centrex line to the terminal equipment. The Customer shall be responsible for all costs associated with providing their own inside wiring, the Company will not provide any adjustments or reduction to the monthly rate for the Centrex line in cases where the customer has provided the inside wire and jacks. C
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1.04 The minimum contract period for Centrex service is one (1) month. Centrex is available on a monthly, 1-year or 3-year contract basis.

1.05 The following are the basic monthly rates for Centrex service.

Description	Non Contracted Monthly Rate Per Line		1-Year Contract Monthly Rate Per Line		3-Year Contract Monthly Rate Per Line	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1 - 100 lines		\$ 65.00		\$ 62.75		\$60.50
101 lines and over		54.50		53.00	Not Applicable	

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2. OPTIONAL CENTREX SERVICE

2.01 The following optional Centrex features are available:

<u>Description</u>	<u>Monthly Rate</u>	<u>Service Charge</u>
Additional Directory Number appearance on a compatible electronic business set, each number	\$ 4.00	MESC
Large Conference Bridge	\$ 150.00	MESC
Analog Tie Trunk	\$ 28.00	\$ 50.00
Digital Access (both charges apply)		
DS-1 Trunk card	\$ 216.00	
Termination each working DS-0	\$ 18.00	\$ 50.00
Centrex 56K Digital Data Access	\$ 74.00	MESC

DIRECT INWARD DIALING

1. DIRECT INWARD DIALING

1.01. General

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

1.02. Rates and Charges

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

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

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

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1. GENERAL

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

DISTANCE CHARGES

2. LOCAL CHANNELS**2.01 General**

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

(1) Between service points.

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

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

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

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

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

(d) When a multi-wire channel is provided, the following apply:

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

- a. For duplex operation.
- b. To connect customer-provided or lessee-provided equipment.
- c. Solely within the Exchange and with no interexchange connection. **C**

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

(3) The initial 400-metre distance or 1/4 mile charge, if applicable, applies only once.

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

DISTANCE CHARGES

2. LOCAL CHANNELS2.02 Channel Measurement

Channels between buildings on different properties:

- (a) For a two-point local channel the charge or rental is based on the airline distance between the centres of the buildings in which the channel terminates and provides for the facilities to extend the channel to connect one or more additional telephones or service points in the same building. See Item 2.03(c) for channels between buildings on continuous property.
- (b) For a channel between more than two points (multi-point) the following applies:
 - (1) for a channel with no bunching arrangement, bridging arrangement or distributing amplifier the chargeable distance between each of the combinations of pairs of service points is determined separately. The total chargeable distance is the combination of distances connecting all service points that produce the lowest charge.
 - (2) for a channel with one or more distributing amplifiers, bridging arrangements, or bunching arrangements, the chargeable distance is the sum of the following, each being determined separately:
 - (a) The rental for the portion of channel between the lessee's premises and the Wire Centre in which a distributing amplifier, bridging arrangement (or the first of two or more), or a bunching arrangement is located. If there are two or more distributing amplifiers or bridging arrangements, measurement is continued from the Wire Centre previously mentioned and is the shortest distance linking all other Wire Centres in which there is a distributing amplifier or bridging arrangement on the same network. The rental is computed separately for each of the legs that comprise this portion of the channel. The initial 400 meter or 1/4 mile distance rental applies only once.
 - (b) The rental for the portions of channel between a Wire Centre in which there is a distributing amplifier, bridging arrangement or bunching arrangement and each service point associated with it, each computed separately. The initial 400 meter or 1/4 mile distance rental does not apply to such portions.

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DISTANCE CHARGES

2. LOCAL CHANNELS - continued

2.03 Rates and Charges

(a) Channel between buildings on different properties:

(1) Two-point local voice grade channel:

a. For a channel provided to serve an off premise additional telephone, the chargeable distance is that between the Wire Centre that serves the main telephone and the building in which the additional telephone is installed.

R/C	USOC	DESCRIPTION	MRC	SC
909		Cable Loop (or equivalent) 1 1/2 Mile	\$ 5.00	MESC
913		Additional 1/4 Mile	\$ 0.85	MESC
910		Fire Alarm Loop	\$ 15.00	MESC
911		Burglar Alarm Loop	\$ 10.00	MESC

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

R/C	USOC	DESCRIPTION	MRC	SC
912		2 Wire (or equivalent) Data/Telex Loop	\$ 20.83	MESC

(2) Multi-point voice-grade local channel: the monthly charges or rentals apply as stated in 2.03 (a) (1)a) and the initial 1/4 mile distance charge or rental applies once on each channel.

2. LOCAL CHANNELS con't

2.03 Rates and Charges

F (b) Channels between buildings on continuous property.

- Paragraph (c) changed to (b) due to deletion of Section 260, Subsection 2, Item 2.03, Paragraph (b)
- (1) When a channel is extended to connect one or more additional telephones or service points from the first telephone or service point on the customer's or lessee's premises, an additional charge applies as specified in (5).
 - (2) The customer or lessee is to provide, install and maintain the poles or underground conduit, or do the trenching and back-filling for buried wire or cable, required primarily for local channels provided for him on continuous property. The charges specified in (5) apply only when the customer or lessee complies with this condition. When the customer or lessee does not comply with this condition the monthly charges or rentals are those stated in Item 2.03(a)(1)a. for voice-grade channels.
 - (3) When a channel is provided between points in more than two buildings, the charge applies to the portion of channel between each pair of buildings.
 - (4) All types of channels provided for the same customer are combined in determining the distance charges.
 - (5) The following charges apply for the provision of each voice channel between buildings on the same continuous property of the customer or lessee:

R/C	USOC	DESCRIPTION	MRC	SC
916	1LWC1	Voice Channel	\$ 2.00	MESC
949		Voice Channel	\$ 2.00	MESC

FOREIGN EXCHANGE SERVICE

1. GENERAL

- 1.01 Foreign exchange service is primary exchange service furnished from an Exchange which does not normally serve the area in which the foreign exchange customer is located. It is provided at the discretion of the Company and subject to the availability of suitable facilities and to the requirements of Exchange service and message toll telephone service C
C
C
- 1.02 Foreign exchange service is furnished with individual line service, except as otherwise specified in this Tariff. C
- 1.03 Foreign exchange service is furnished in accordance with the methods that best suit plant and operating requirements of the Company. When the Company has to install special equipment or incur any unusual expense in order to furnish the service, an additional charge based on the equipment installed or other expense incurred. The Company may also specify an initial service period in excess of that otherwise applicable, in accordance with Section 80-02-01. C
- 1.04 Extra listings are provided without additional charge as follows: C
 - (a) When the customer has service from each Exchange: one listing provided in the alphabetical list of the foreign exchange and one in that of the normal Exchange. C
 - (b) When the customer has service from the foreign exchange only: one listing provided in the alphabetical list of the normal Exchange C
 - (c) Such listings contain a suitable reference to the service furnished from the other Exchange C
- 1.05 Service charges and the local-service area of telephone connected for foreign exchange service are those of the foreign exchange. C
C
- 1.06 The channel measurement and rate distance for the interexchange part of each Central Office line or trunk line are specified as follows: C
C
 - Channel measurementSee Section 690
 - Rate distance.....See Section 690
- 1.07 The monthly charge is that specified in Section 690.

EMERGENCY REPORTING AND ALERTING SYSTEMS

1. GENERAL

- 1.01 Emergency-reporting and alerting systems are available to municipalities and other organizations for the transmission by telephone of reports of fires or other emergencies.
- 1.02 The municipality is to conduct any negotiations that it considers necessary with fire underwriters about fire insurance classifications or other matters affecting the services.

2. TELEPHONE-TYPE ALERTING SYSTEM2.01 General

- (a) This system is designed for use in Exchanges served by a single Wire Centre, where the fire hall is continuously attended and volunteer firemen are on call. **C**
- (b) A special telephone answering/conference device in the Central Office connects the person calling the fire department with the individual line services of the designated volunteer firemen. These services are simultaneously disconnected from regular Exchange service and the bell at each telephone rings until the telephone is answered. **C**
- (c) If desired, a siren provided by the municipality may be actuated from any touch-tone telephone connected to the answering/conference device or the operation of a key in the fire hall. **C**
- (d) An initial service period of five years applies to the answering/conference equipment installed in the Wire Centre. **C**

2.02 Rates and Charges

To be filed in the future.

MISCELLANEOUS EQUIPMENT

1. GENERAL

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

Pages 2-11

2. CUSTOM CALLING FEATURES

2.01 These features are furnished with individual line service, excluding the semi-public telephone service. They are provided through a digital Central Office, subject to the availability of suitable facilities. C

2.02 The following custom calling features are provided:

(a) Touchtone feature.

(b) Call Forwarding provides for the transfer to another telephone of incoming calls by dialing a code and the telephone number of the service to which the calls are to be transferred.

(c) Speed Calling permits a customer to place calls to a previously designated list of frequently called numbers by dialing a speed call code rather than the complete number. There are two list lengths being 8 entries and 30 entries.

(d) Three-way Calling provides for holding an existing call and, by dialing a prefix code and the telephone number of a third telephone, extending the call to that telephone. This feature provides that only one of the three telephones may be outside the local-service area of the telephone establishing the three-way call.

(e) Call Waiting provides the ability for a customer to receive an incoming call when his Central Office line is in use. The called party hears a tone indicating an incoming call is waiting. At that point he can put the existing call on 'hold', or disconnect, and then receive the incoming call. C

(f) Rotary Hunt provides an incoming call to be "hunted" to a second line if the first line is in use.

(g) Call Number Display provides the phone number of the calling party to be displayed on particular sets of subscribers of this feature.

(h) Call Number Display Block (Per Line) prohibits the phone number from being displayed to those subscribers of Call Number Display. Call Number Display Block (Per Line) is provided upon request to any person on a per-line basis. No charge is made for using per-line Call Number Display Block.

2. CUSTOM CALLING FEATURES (con't)**2.02 The following custom calling features are provided: (con't)**

- (i) Call Number Display Block (Per Call) may be used by any person wishing to protect the anonymity of their calling number on a per-call basis. No charge is made for using Call Number Display Block (Per Call).
- (j) Call Trace can assist in identifying annoying or harassing calls to the local Police Department. No charge is made for using Call Trace.
- (k) Teen Ring and Ident-a-Call allow for two telephone numbers on the same line. The phone rings differently when the second line is called.
- (l) Visual Call Waiting is an integrated package, comprised of residential or business line with Call Waiting and Call Display functions, enhanced to also provide a visual display of the name and the number associated with incoming calls to an off-hook customer. As an exception, calls made with Call Blocking invoked will result in "Private name/Private Number" being displayed. Visual Call Waiting is only available to single-line customers who are Call Display – Name capable and who use a Spontaneous Call Waiting with Identification compatible display terminal.
- (m) Simring will allow a customer to have up to five telephone rings when someone calls their primary or main number.
- (n) Call Screen enables the customers to have calls which originate from up to 12 selected telephone numbers diverted to a standard announcement.
- (o) Call Return enables the customer to automatically re-dial the telephone number of the last incoming or outgoing call. If the number is busy, the network scans its availability for a period of 30 minutes and, when it is free, notifies the customer by a distinctive ringing signal. The call is automatically processed when the customer answers.

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ABRIDGED

GENERAL TARIFF

MISCELLANEOUS EQUIPMENT

2. CUSTOM CALLING FEATURES (con't)

2.03 Rates and Charges

R/C	DESCRIPTION	MRC		MC
		Minimum	Maximum	
908	Call Forwarding Bus	#	\$ 19.00	MESC
948	Call Forwarding Res	#	\$ 13.50	MESC
904	Speed Calling 8 Bus	#	\$ 17.00	MESC
944	Speed Calling 8 Res	#	\$ 13.50	MESC
905	Speed Calling 30 Bus	#	\$ 17.00	MESC
945	Speed Calling 30 Res	#	\$ 13.50	MESC
906	Three Way Calling Bus	#	\$ 19.00	MESC
946	Three Way Calling Res	#	\$ 13.50	MESC
907	Call Waiting Bus	#	\$ 20.00	MESC
947	Call Waiting Res	#	\$ 15.00	MESC
	Visual Call Waiting Bus	#	\$ 30.00	MESC
	Visual Call Waiting Res	#	\$ 25.00	MESC
394	Rotary Hunt	#	\$ 1.00	MESC
342	Call Number Display Res	#	\$ 13.50	MESC
343	Call Number Display Bus	#	\$ 17.00	MESC
344	Call Number Display Block Res	#	N/C	N/C
345	Call Number Display Block Bus	#	N/C	N/C
n/a	Call Trace	#	N/C	N/C
860	Teen Ring	#	\$ 13.50	MESC
865	Ident-a-Call	#	\$ 17.00	MESC
SIMRING	Simring	#	\$ 17.00	MESC
	Call Screen Res	#	\$ 13.50	MESC
	Call Screen Bus	#	\$ 19.00	MESC
	Call Return Res	#	\$ 13.50	MESC
	Call Return Bus	#	\$ 19.00	MESC

Filed in confidence with the CRTC.

MISCELLANEOUS EQUIPMENT

3. TOLL RESTRICTION SERVICE

3.01 Toll restriction service provided at the customer's request, denies business and residence lines access to message toll services by blocking the Operator ("0") and Direct Distance Dialing ("0+") & ("1+") codes. This service does not restrict access to Directory Assistance (411), Repair Service (611). Special Needs Relay Service (711), Emergency Reporting services (911) or calls to 1+800 and 1+888.

3.02 Toll restriction service is provided on a per line basis. No rate applies for Complete Toll Service and no service charge applies to equip a customer's residence service with this feature. However, the service charge shown below in 7.03 (a) applies to deactivate/remove Toll Restriction Service.

Note 1: Toll Restriction Service does not prevent any person at the customer's premises from accepting collect calls or third number calls on a line equipped with this feature at this time due to restrictions by toll carrier.

3.03 Rates and Charges

R/C	USOC	DESCRIPTION	MRC	SC
900		Toll Restriction Complete Bus	\$ 3.80	MESC
940		Toll Restriction Complete Res	\$ n/a	\$ 0.00
229		Deactivate/Remove- Toll Restriction Service Residence	\$ n/a	\$ 10.00
901		* Partial Toll Restriction DDD or 1+ Bus	\$ 1.40	MESC
941		* Partial Toll Restriction DDD or 1+ Res	\$ 1.40	MESC

* Partial allows "0+" or "0" dialing

Transferred from
Sec 490/Pg 14/Item 7

4. RESERVED FOR FUTURE USE.

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4. RESERVED FOR FUTURE USE.

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INTEREXCHANGE SERVICES - GENERAL

1. GENERAL

1.01 Interexchange services and channels provide for communication between Exchanges or other Rate Centres.

1.02 The Company does not set rates for Message Toll Service which include:

- (a) Two-point service
- (b) Conference service
- (c) Overseas service
- (d) Ship, Train and Aircraft service

1.03 The Company also does not set charges and rentals for those portions of leased or rented Interexchange channels and associated equipment that extend or are provided beyond the point of connection of the Company's facilities with those of other Carriers.

1.04 Rates and charges for Message Toll Service and for Interexchange channels and equipment extending beyond the point of connection with other Carriers, are contained in the approved tariffs of the inter-connecting Carriers and a copy of the relevant sections of these tariffs may be inspected at the Company's business office during regular business hours.

INTEREXCHANGE SERVICES - GENERAL

C

1. GENERAL

1.01 Inter-exchange distance charges or rentals apply to channels provided between Exchanges or other Rate Centres.

C

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

C

2. CHANNEL MEASUREMENT

2.01 Voice-Grade Channels

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

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

C

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

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INTEREXCHANGE SERVICES - GENERAL

3. RATES AND CHARGES FOR INTEREXCHANGE CHANNELS AND THE ASSOCIATED LOCAL CHANNELS

3.01 Link

The link charge applies for links provided by the Company for each originating and terminating point on a channel and at the originating and terminating point of each leg of a multi-point channel.

To be filed in the future.

OTHER SERVICES AND FACILITIES - GENERAL

1. GENERAL

1.01 The following sections in the 800 and 900 service, specify rates, rentals, charges and regulations for the following:

- (a) Telephone services other than Exchange and interexchange service. **C**
- (b) Use of certain customer-provided equipment with the Company's facilities.
- (c) Lease of channels.
- (d) Arrangements for data transmission.

1.02 The foregoing are at the discretion of the Company and, where applicable, subject to the availability of suitable facilities and the requirements of Exchange service and message toll telephone service. **C**

1.03 When it is necessary for the Company to install special equipment or to incur any unusual expense in order to meet the special requirements of an applicant or customer, the Company may make an additional charge based on the equipment installed or other unusual expense incurred.

RESERVED FOR FUTURE USE

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5	2

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KMTS

GENERAL TARIFF

VOICE MAIL/CALL ANSWER SERVICE

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Note: Voicemail is forborne from Regulation.

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1. RESERVED FOR FUTURE USE.

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VOICE MAIL/CALL ANSWER SERVICE

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2. RESERVED FOR FUTURE USE.

KMTS

GENERAL TARIFF

VOICE MAIL/CALL ANSWER SERVICE

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3. RESERVED FOR FUTURE USE.

USE OF CUSTOMER-PROVIDED EQUIPMENT WITH THE COMPANY'S FACILITIES

1. GENERAL

- 1.01 Equipment, apparatus, or devices provided by a customer shall only be attached to or connected to or used with the Company's facilities in accordance with the requirements stated herein or such further and other requirements as may be specified from time to time by the Company.
- 1.02 Such equipment, apparatus, or devices shall be suitable for operation or use with the Company's facilities.
- 1.03 Any such attachment, or connection to or use with the Company's facilities shall be such that, in the Company's opinion, it does not damage, interfere with or create a hazard of damage or impair the functioning of the Company's service, equipment or channels or create a hazard of danger to the users of the Company's service, equipment or channels, its employees or the public.
- 1.04 The customer shall not have, acquire, secure, or derive any property or patent right in or control over the Company's equipment, apparatus, lines, channels or devices. The Company reserves the right to change, in whole or in part, the design, function, operation or layout of its equipment, apparatus, lines channels or devices as it considers necessary. The Company shall not be responsible to the customer for any of his equipment, apparatus or devices, either in whole or in part, which ceases to be compatible with the Company's facilities or become inoperative because of such changes to the Company's equipment, apparatus, lines, channels or devices.
- 1.05 The Company does not make any representation that its facilities are adapted to the use of the customer-provided equipment, apparatus or devices.
- 1.06 The Company may make such tests and inspections as it considers necessary to determine whether the customer is complying with any or all requirements herein. If, in the Company's judgement, such attachments or connections or use with the Company's facilities do not conform with these requirements, the Company may, at any time, take such action as necessary or remove the attachment or interrupt or terminate the connection or use with the Company's facilities.
- 1.07 When such attachment or connection to or use with the Company's facilities causes the Company to incur any unusual expense or any loss or damage it may recover any such unusual expense or any such loss or damage from the customer.
- 1.08 The limitation of the Company's liability in the attachment, connection or use by a customer or any other person of such customer-provided equipment, apparatus or devices is specified in Section 80-16.
- 1.09 Only customer-provided terminal equipment certified under the Terminal Attachment Program of the Government of Canada may be connected to the Company's facilities.

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Transferred from
Sec 850/Pg2/Item 1

USE OF CUSTOMER-PROVIDED EQUIPMENT WITH THE COMPANY'S FACILITIES

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Tranferred to
Sec 850/Pg 1/Item 1

2. SINGLE LINE SERVICE

2.01 Individual Line Service

Individual line business and residential customers may provide and connect certified terminal equipment (Item 1.09) to the Company's jack connection.

Customers may also provide and attach terminal equipment by means of an acoustical or induction connection.

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3. MULTI LINE SERVICE

3.01 Multi-line customers may provide and attach to the Company's facilities certified terminal equipment (Item 1.09). The equipment is connected at the demarcation point on the customers' premises.

3.02 Customers may also provide and attach terminal equipment by means of an acoustical or induction connection.

4. DIAGNOSTIC MAINTENANCE CHARGE

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

When diagnostic testing is made to determine the source of a trouble, and only if the source of the trouble is found to be within the customer-provided equipment, apparatus or devices, a diagnostic service charge of \$50.00 applies for each trouble reported.

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Tranferred from
Sec 850/Pg 3/Items 3&4

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DIGITAL SUBSCRIBER LINE SERVICE

1. GENERAL

1.01 Digital Subscriber Line (DSL) Service permits customers to access their selected Internet Service Provider (ISP) at speeds up to 1.3 Mbps using their existing individual subscriber's telephone line. This service does not affect the subscriber's voice service. Voice and Internet traffic are carried simultaneously over the subscriber's telephone line. The transmission rates from the ISP to the customer can operate at speeds up to 1.3 Mbps and the transmission speed from the customer to the ISP can be at speeds up to 320 Kbps. The actual transmission speed is dependent upon a number of factors including the length of the customer's loop, the type of cable and the quality.

2. SERVICE AND EQUIPMENT

- 2.01 a) DSL service is available to individual line residential and business line customers in areas served by Kenora Municipal Telephone System. Service provisioning is subject to the availability of suitable facilities and equipment.
- b) The initial service period for Digital Subscriber Line Service is one month unless the subscriber chooses the one-year contract option.
- c) To use this service the customer must have the appropriate modem. Kenora Municipal Telephone System will provide the appropriate modem at the rates set forth in (3).
- d) The customer is responsible for arranging Internet service with their selected Internet Provider.
- e) The ISP connection rates shown in 3. (Rates and Charges) are for co-located ISP's within 100 meters of the switch. Network connections for ISP's that are not co-located will be available on a Special Assembly basis.

DIGITAL SUBSCRIBER LINE SERVICE

3. RATES AND CHARGES

3.01 a) Digital Subscriber Line connection for subscriber's line:

	<u>Non-contracted Monthly Rate</u>	<u>1-Year Contract Monthly Rate</u>	<u>Service Charge</u>
Residence	\$ 24.95	\$ 19.95	MESC
Business	\$ 29.95	\$ 24.95	MESC

b) 1-Meg Modem:

	<u>Non-contracted Monthly Rate</u>	<u>1-Year Contract Monthly Rate</u>	<u>Service Charge</u>
Residence	\$ 14.95	\$ 12.95	MESC ¹
Business	\$ 14.95	\$ 12.95	MESC ¹

c) ISP Access Charges (for ISPs that are co-located with 100 metres of switch):

	<u>Monthly Rate</u>	<u>Service Charge</u>
10 Mbps Ethernet Connection	\$ 50.00	\$ 100.00
100 Mbps Ethernet Connection	\$ 75.00	\$ 100.00

CELLULAR AND PAGING TARIFF

1. GENERAL

- (a) This arrangement provides the Central Office equipment and facilities necessary for the interconnection of a Wireless Service Provider's (WSP) cellular or paging service to the Company's public switched network on a line-side basis. For the purpose of this tariff a Wireless Service Provider includes service providers of cellular, paging, mobile radio and person communication service providers. C
C
- (b) A WSP must be designated by Industry Canada to provide public, mobile radio service in areas served by the Company. The WSP equipment must meet the specifications established by Industry Canada. C
- (c) The service is subject to the availability of suitable facilities and equipment. C
- (d) WSP access to the Company's line-serving switch will be provided using analog or digital access channels. The service includes the provision of seven-digit telephone numbers for out-pulsing.

2. LINE-SIDE ACCESS

- (a) Seven digit numbers with out-pulsing will be provided either as a dedicated group of 1,000 consecutive numbers or individually on a non-dedicated basis.
- (b) A monthly rate and a service charge applies for each request to place telephone numbers in service. A WSP may reserve a quantity of seven digit telephone numbers for future use. The rates for in-service and reserved telephone numbers are specified in Section 2.1 of this tariff.
- (c) The WSP shall be responsible for all charges levied in respect to all calls associated with any seven-digit number assigned and in-service.

CELLULAR AND PAGING TARIFF

3. NETWORK - General

The network provides the additional common equipment and facilities both in the line-serving Central Office switch and within the local calling area to process a call on the public switched network.

C
C

3.01 Rates and Charges

The network charge, per channel is as follows:

<u>Description</u>	<u>Monthly Charge</u> (recurring)	<u>Service Charge</u> (on recurring)
Each channel, to a maximum of 12 channels	\$ 5.00	Per item 110 ^{note 1}
Each channel, to a maximum of 24 channels	\$ 8.75	Per item 110 ^{note 1}
Each channel, to a maximum of 36 channels	\$ 11.25	Per item 110 ^{note 1}
Each channel, to a maximum of 48 channels	\$ 11.25	Per item 110 ^{note 1}
Each channel, to a maximum of 60 channels	\$ 12.50	Per item 110 ^{note 1}
Each channel, to a maximum of 72 channels	\$ 12.50	Per item 110 ^{note 1}
Each channel, to a maximum of 84 channels	\$ 12.50	Per item 110 ^{note 1}
Each channel over 84 channels	\$ 13.75	Per item 110 ^{note 1}
WAS Rate Element		
Each assigned number	\$0.14	
Each reserved number	\$0.04	

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CELLULAR AND PAGING TARIFF

4. TRUNK-SIDE INTERCONNECTION

4.01 GENERAL

- (a) The company will determine where Trunk-side Interconnection is provided subject to the availability of suitable facilities. A construction charge may be required if facilities are not available. Each request will be addressed individually.
- (b) Trunk-side Interconnection service is provided by the common equipment and facilities in the serving Wire Centre, the Exchange and other Exchanges required to terminate a Trunk-side Access Channel in the Company's servicing Wire Centre and to process a call on the Company's public switched telephone network to the Company's subscribers in the local calling area of the originating Exchange. DEA provides a digital connection to the Public Switched Telephone Network (PSTN) and the DS-1 Access for the customer's premises or other service point. DEA service requires PSTN Connectivity between DS-1 Access Facility and the PSTN. Each PSTN Connection is subdivided into DS-O time slots and is available in a 2-way configuration.
- (c) Trunk-side Interconnection Trunk Charges

C
C
C

<u>Description</u>	<u>Monthly Charge</u> (recurring)	<u>Service Charge</u> (on recurring)
Each channel, to a maximum of 24 channels	\$ 30.00	\$264.00
Each channel, to a maximum of 48 channels	\$ 38.00	\$264.00
Each channel, to a maximum of 72 channels	\$ 42.00	\$264.00
Each channel, to a maximum of 84 channels	\$ 43.00	\$264.00
Each channel over 84 channels	\$ 44.00	\$264.00

D

 1. DIGITAL NETWORK ACCESS SERVICE
1.01. GENERAL

- (a) Digital Network Access provides for the digital transmission of information from the customer's premises to another premise within the Exchange at 1.544 Mbps, or 44.736 Mbps, or from the customer's premises to the Rate Centre to connect with other network services at speeds of less than 1.544 Mbps, 1.544 Mbps or 44.736 Mbps. C
|
C
- (b) The Company shall determine the Exchanges (i.e., Rate Centre and/or Wire Centre, as appropriate) where it will provide service. C
C
- (c) Service is provided at the Company's discretion within such Exchanges depending on the availability of suitable facilities and equipment. C
- (d) When it is necessary for the Company to install special equipment or to incur an unusual expense to establish service, the customer shall pay an additional charge based on the equipment installed and the unusual expense incurred. C
- (e) The customer is solely responsible for the installation, operation and maintenance of customer provided terminal equipment.
- (f) Customer terminal equipment attached to the Company's network must be certified or connected through a certified network protection device in accordance with the Carrier's Terminal Attachment Standards. C
- (g) If the customer terminates a contract or a portion of a contract for local DS-1 access service, DS-1 link service, and/or DS-3 access service, prior to the expiry date of the contract term, termination charges equal to one half of the remaining charges for such access service for the unexpired part of the contract will be payable in a single payment at the termination of the contract. Termination charges for DS-1 access and link services, and/or DS-3 access, will be reduced or waived if the customer recontracts for another dedicated access service within the Company's operating territory. C
- (i) If the committed revenues under the new contract(s) are equal to or greater than those remaining under the original contract(s), the termination charges for the original contract(s) will be waived.

1. DIGITAL NETWORK ACCESS SERVICE - continued1.01. GENERAL - continued

- (ii) If the committed revenues under the new contract(s) are less than those remaining under the original contract(s), the termination charges for the original contract(s) will be reduced by half the committed revenues under the new contract(s). The reduction or waiver of termination charges as specified above will apply if the contracted DS-1 Access:
 - is reconfigured between Digital Private Lines; or
 - is moved to another address within the installation order interval for KMTS.
- (iii) If the customer migrates from an existing contracted DS-3 service currently tariffed at Special Facility Tariff rates to this service, the termination charges for the current service will be waived or reduced by one half of the DS-3 service committed revenues.
- (iv) A customer may migrate an existing DS-3 access service currently tariffed at Special Facility Tariff rates to this service, while continuing the same contractual conditions of contract length and lapsed interval. In this instance, no termination charges apply. This provision is available for a period of nine months from the effective date of the introduction of DS-3 Access.
- (h) For KMTS, the calculation of DS-1 and DS-3 access quantity discounts is subject to the following conditions. All DS-1 and DS-3 accesses must:
 - be billed on the same account (Billing Telephone Number (BTN)),
 - be part of the same Minimum Contract Period (MCP) commitment (i.e., same agreement and same term), and
 - terminate at the same customer premises.

2. DS-1 ACCESS

2.01. The following Access, Link and Intraexchange Channel rates and charges apply when used with the following services:

- Digital Private Line solutions for local access for speeds of 1.544 Mbps.
- Wireless Service Providers connecting to the Company's network.
- Other services as identified in the respective Company tariffs.

2.02. The customer shall pay the following rates and charges for Digital Network Access:

Quantity of DS-1	Monthly Rate					Service Charge		
	Non-Contracted	1 year	2 years	3 years	4 years	5 years	Non-Contracted	Contracted
Initial 4, each	\$ 600	\$ 500	\$ 480	\$ 460	\$ 445	\$ 430	\$ 1,400	\$ 700
Over 4, each,	600	290	275	260	240	215	1,400	700
Maximum, each 28	12,000	6,640	6,320	6,000	5,620	5,160	1,400	700

3. DS-1 LINK, INTRAEXCHANGE CHANNEL

	Monthly Rate	Service Charge (Note)
Link, each serving Wire Centre or Rate Centre, as appropriate, all serving areas (Note)		
- DS-1, each		
Monthly Option	\$ 40.35	N/A
1 year	40.35	N/A
2 year	40.35	N/A
3 year	40.35	N/A
4 year	40.35	N/A
5 year	39.00	N/A
Intraexchange channels: - DS-1, each	240.00	N/A

Note: When a DS-1 Link service is purchased under contract, the contract period will, where applicable, be the same as the contract term applicable to the associated DS-1/DS-3 access services with contract termination occurring on the same date.

4. DS-3 ACCESS

4.01. The following rates and charges apply for DS-3 Access:

a) DS-3 Intraexchange Channel C

	Monthly Rate	Service Charge
Intraexchange Channel, all serving areas, each.. C	\$ 1,000.00	N/A

b) DS-3 Access

Quantity of DS-3	Monthly Rate					Service Charge		
	Non-Contracted	1 year	2 years	3 years	4 years	5 years	Non-Contracted	Contracted
First.....	\$ 2,655.00	\$ 2,215.00	\$ 2,140.00	\$ 2,065.00	\$ 1,990.00	\$ 1,875.00	\$ 4,000.00	\$ 2,000.00
Additional	1,595.00	1,330.00	1,280.00	1,240.00	1,195.00	1,125.00	4,000.00	2,000.00

Note 1: The non-contracted DS-3 access is only provided where suitable facilities exist. If facilities must be added between the customer location and the serving Wire Centre, additional charges will apply. C

Note 2: The rates for first and additional DS-3 accesses apply when the DS-3 accesses originate from the same customer premises. C

5. DIGITAL EXCHANGE ACCESS

5.01. General

- (a) Digital Exchange Access (DEA) service provides digital access between the customer's premises or other service point and the Company's public switched telephone network (PSTN).
- (b) The Company determines the Exchanges where DEA service will be provided. C
The service is provided at the Company's discretion within an Exchange, subject to the availability of suitable facilities. C
- (c) DEA service is offered on a monthly basis.
- (d) DEA service may be connected to customer-provided or Company-provided terminal equipment subject to the terms and conditions of Section 850 of the Company's General Tariff. C
- (e) Reserved for future use.
- (f) Termination charges apply as specified in Section 80, article 21 (g) of the Company's General Tariff. However, customers may terminate their existing service as long as they commit to an alternative access arrangement using another type of access, where permitted. The charges under the new service must exceed or equal those remaining under the customer's existing service period (one month) for the termination charges to be completely waived. If the charges under the customer's new service are less than those remaining on the customer's current service, the customer's termination liability would be one-half of the difference between the charges remaining on the original service and the charges of the new service. C
C
- (g) DEA service uses telephone numbers that conform to the North American Numbering Plan (NANP). As required by Compliance and Enforcement and Telecom Regulatory Policy CRTC 2018-484 (CETRP 2018-484), *Implementation of universal network-level blocking of calls with blatantly illegitimate caller identification*, the customer must ensure that no calls are delivered over this service that do not conform with the requirements of CETRP 2018-484.

5. DIGITAL EXCHANGE ACCESS (continued)

5.02. Service Components

DEA service consists of the following components: Access, Link and Network.

(a) Access

Access consists of an Access Facility and a PSTN Termination.

- (1) The Access Facility provides the customer with a jack-ended digital local loop from the customer's premises or other service point to the customer's serving Wire Centre within an Exchange. When the Access Facility is ordered primarily for DEA service, it is only available on a DS-1 basis consisting of 24 DS-0 time slots. C
- (2) The PSTN Termination provides the connection between the Access Facility and the PSTN. The PSTN Termination is available on a DS-1 basis which is subdivided to 24 DS-0 time slots. A PSTN Termination is required for each DS-1 Access Facility or equivalent that the customer obtains.

(b) Link

The Link component provides the Central Office equipment required to connect the Access to specific services. Links are charged for on a DS-0 time slot basis. Applicable rates are as follows: C

PSTN connectivities

	Monthly Rate	Service Charge
Toll-free Service, each link (Note)	\$ 4.00	See 5.03.(d)(5)
900 Service, each link	\$ 4.00	See 5.03.(d)(5)

Note: Link charges apply for connection to competitors' Toll-free services.

(c) Network

The Network component provides for the use of network facilities particular to a service which can be accessed through DEA.

(d) Other Features and Options

Other features and options specified in 5.03.(d) following are available with DEA service.

5. DIGITAL EXCHANGE ACCESS (continued)

5.03. Rates and Charges

The following rates and charges apply at each location for each customer:

(a) Access

(1) Access Facility

The rates and service charges are those specified for Digital Network Access (DNA) in Section 900 of the Company's General Tariff. Both DS-1 and DS-3 accesses are available, however, DS-3 access is only offered with Central Office based DS-1 channelization. For the purposes of determining DS-1 volume rates, the DEA DS-1 or DS-3 Access Facilities may be combined with DS-1 or DS-3 accesses used for other services, in accordance with the provisions of Section 900 of the Company's General Tariff.

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(2) PSTN Termination

	Monthly Rate	Service Charge
Each DS-1 Access	\$216.00	-

(b) Link

(1) No Link charge, as described in Section 900 Item 3 of the Company's General Tariff, applies for PSTN connectivity. This Link charge is replaced by the PSTN Termination charge above.

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C

(c) Network

(1) The following rates apply for each PSTN connectivity:

Monthly Rate	Service Charge
\$29.00	\$50.00

N 5. DIGITAL EXCHANGE ACCESS (continued)

5.03. Rates and Charges (continued)

The following rates and charges apply at each location for each customer:
(continued)

(d) Other Features and Options

- (1) Answer Supervision is available on a DS-0 time slot basis at the following rates and charges. DS-0 time slots equipped with Answer Supervision are also equipped with Wink Start at no additional charge. The service charge does not apply if this feature is ordered at the same time as the DEA Access Facility.

	Monthly Rate	Service Charge
Each DS-0	\$5.00	\$180.00 (Note)

Note: One service charge applies for all DS-0 time slots provided with this feature at the same time.

- (2) Multi-Frequency (MF) Signaling is available on a DS-0 time slot basis at the following rates and charges. The charge for Touch-Tone signaling does not apply for each DS-0 time slot equipped with MF signaling. The service charge does not apply if this feature is ordered at the same time as the DEA Access Facility.

	Monthly Rate	Service Charge
Each DS-0	\$15.00	\$180.00(Note)

Note: One service charge applies for all DS-0 time slots provided with this feature at the same time.

- (3) Wink Start is available on incoming PSTN connectivities and 800 Service DS-0 time slots at the following rates and charges.

	Monthly Rate	Service Charge
Each DS-0	\$5.00	\$180.00 (Note)

Note: One service charge applies for all DS-0 time slots provided with this feature at the same time.

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5. DIGITAL EXCHANGE ACCESS (continued)

5.03. Rates and Charges (continued)

The following rates and charges apply at each location for each customer:
(continued)

(d) Other Features and Options (continued)

- (4) The monthly rates for equivalent service specified in Section 100 Item 4.03(a) of KMTS' General Tariff, also apply as appropriate to the customer's individual network requirements.
- (5) A translation charge applies once per system group for all changes specified on the same customer order. This service charge does not apply to translation performed for the initial or subsequent installation of access.

	Service Charge
Translation change	\$250.00 (Note)

Note: One service charge applies for all DS-0 time slots provided with this feature at the same time.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

1. GENERAL

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

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

2. DEFINITIONS

For the purpose of this tariff item:

- 2.01 Analogue Transmission is a telecommunications transmission which uses continuous signals to carry information.
- 2.02 Band is a collection or categorization of the Company's Exchanges or Central Office Codes (NXXs) which may also be called Rate Band. **C**
- 2.03 Bill and Keep is a process whereby the originating Local Exchange Carrier (LEC) bills its end-user for the call and keeps the corresponding revenues; the originating LEC does not compensate the terminating LEC for call termination expense.
- 2.04 CCS7 Cross-Connection is a cross connection between a gateway signal transfer point (STP) connection and CCS7 link transport facilities.
- 2.05 Central Office Building is the premises which houses Company local switching equipment, and may also house toll switching equipment.
- 2.06 Central Office Code (NXX) is the second set of three digits of a 10-digit telephone number (i.e., NPA-NXX-XXXX) which identifies the local switching office (a three-digit identification code).
- 2.07 Central Office Switch is the local switching equipment which connects to local end-user lines and which enables end-users to make and receive calls to and from other end-users within the local calling area of their Exchange and to access message toll services of the Company and Interexchange Carriers. The Central Office Switch is associated with one or more Central Office codes (i.e., NXX codes). **C**
- 2.08 Common Language Location Identifier (CLLI) is an alphanumeric code used to identify physical locations and equipment, such as buildings, Wire Centres, poles and Central Offices.
- 2.09 Default Point of Interconnection (Default POI) is the point within a LIR for a new interconnection arrangement, unless otherwise mutually agreed.
- 2.10 Company Loop Termination (COLT) is the end point of the Company-provided transmission path which terminates at the Company's distribution frame or other designated distribution device located in the Company's Central Office building or equivalent.
- 2.11 Competitive Local Exchange Carrier (CLEC) is a Commission-certified provider of local exchange service other than the Company.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING2. DEFINITIONS – continued

- 2.12 Customer Network Interface (CUST-NI) is the point of termination or demarcation of a local loop specified in the Tariff item for primary exchange service.
- 2.13 Digital Transmission is a telecommunications transmission which uses non-continuous signals to transmit information.
- 2.14 Distribution Serving Area (DSA) is a basic geographic area within a Wire Centre area for the administration and furnishing of telephone service. There may be one or more DSAs within a given Wire Centre area. DSA boundaries do not overlap one another.
- 2.15 DS-0 Set - a group of DS-0s which are of the same type (i.e., Feature Group D, Feature Group B, or 800/888) within the same DS-1, connected at the same location and ordered at the same time.
- 2.16 End-customer is the ultimate user of all telecommunications services sold on a retail basis by CLECs, Alternate Providers of Long Distance Services (APLDS) or the Company.
- 2.17 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.
- 2.18 Interexchange Carrier (IXC) is a Canadian carrier, as defined in section 2 of the *Telecommunications Act*, which provides interexchange services and is not the Company.
- 2.19 Local Calling Area is an area defined by the Company, wherein calls can be made by the Company's customers without the application of interexchange toll charges. A local calling area includes one or more Exchange areas. See also Exchange.

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C

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

2. DEFINITIONS – continued

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

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

(b) LIR description is as follows:

LIR Name	Kenora	
Address	110 Matheson Street South, Kenora, On.	
Exchanges included	Kenora	Keewatin

2.21 Numbering Plan Area (NPA) is also known as Area Code. An NPA is the three-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 two-nine and X represents any digit zero-nine. In the NANP, NPAs are classified as either geographic or non-geographic.

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

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

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

2.25 Trunk Group is a group of equivalent trunks.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

3. TERMS AND CONDITIONS**3.01 General**

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

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING3. TERMS AND CONDITIONS – continued

- (h) Services provided under the terms and conditions of this Tariff item will be maintained in accordance with the technical references.
- (i) The provision of local network interconnection and component unbundling outlined in this Tariff item does not constitute a joint undertaking with the CLEC in the furnishing of any service.
- (j) In the furnishing of services in this Tariff item, the Company is not responsible to the CLEC or their end-users for end-to-end service.
- (k) The CLEC will furnish or arrange to furnish to the Company, at no charge, adequate equipment space and electrical power required by the Company to provide the connections under this Tariff item at the CLEC's premises, or at the CLEC's end-user's premises, as appropriate.

3.02 Network and Facilities Changes

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

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING3. TERMS AND CONDITIONS – continued

3.02 Network and Facilities Changes – continued

- (d) The Company shall have the right to modify its Exchange or LIR boundaries from time to time. The Company shall provide to the CLEC, no later than 31 December of each year, a forecast of Exchange or LIR boundary changes which the Company anticipated will be implemented during the following calendar year. In any event, the Company shall provide to the CLEC not less than six (6) months prior notice of any Exchange or LIR boundary affecting the territory served by the CLEC. C
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- (e) The CLEC shall not implement any change to its operations, services or network which would, in the reasonable assessment of the Company, materially affect the Company's operations, services or network, without the prior consent of the Company, which shall not unreasonably be withheld.

3.03 Network Outages

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

3.04 Protection

- (a) The characteristics and methods of operation of any circuits, facilities or equipment of the CLEC, when connected to the Company, shall not:
 - (1) interfere with or impair service over any facilities of the Company or its connecting carriers involved in its services;
 - (2) cause damage to its plant;
 - (3) impair the privacy of any communication carried over its facilities; or
 - (4) create hazards to the Company's employees or to the public.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

3. TERMS AND CONDITIONS – continued

3.04 Protection – continued

- (b) If such characteristics or methods of operation are not in accordance with the preceding, the Company will, where practicable, notify the CLEC that temporary discontinuance of the use of any circuits, facilities or equipment may be required. When prior notice is not practicable, nothing contained within this Tariff item shall be deemed to preclude the Company from temporarily discontinuing forthwith the availability to the CLEC of any circuit, facility or equipment if such action is reasonable under the circumstances. In cases of such discontinuance, the CLEC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
- (c) During any period of temporary discontinuance of service caused by a trouble or condition arising in the CLEC's operations, facilities or network, no refund for interruption of service, as set forth in the Company's Terms of Service or General Regulations, shall be made.

3.05 Transit Service

- (a) Transit Services provide the Exchange of local traffic via the Company's networks between two carriers subscribing to the service, conditional on the existence of a business arrangement between two carriers originating and terminating traffic with each other and evidence of this business arrangement being provided to the Company. C

- (1) Local Transit Service is provided between two CLECs conditional on the traffic originating and terminating in the same LIR.

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

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

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

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

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

3. TERMS AND CONDITIONS – continued

3.06 Connection to In-Building Wire

- (a) Where the Company has responsibility and control of copper in-building wire in a multi-dwelling unit (MDU), and where a CLEC or Carrier Internet Service Provider (Carrier ISP) that provides its own facilities to the main terminal room (MTR) of an MDU wants to use the in-building wire that is owned by the Company to complete the service to the CLEC's or Carrier ISP's customer, the Company will permit the CLEC or Carrier ISP to connect to and use the Company's copper in-building wire at no-charge. At the time of connection by the CLEC or Carrier ISP to the Company's copper in-building wire, the CLEC or Carrier ISP takes responsibility and control for its customer's end-to-end service. C
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- (b) As a condition of service under this tariff, and in accordance with paragraphs 50, 66 and 104 of Telecom Regulatory Policy CRTC 2009-657, *Review of the Internet traffic management practices of Internet service providers* (TRP 2009-657), customers employing Internet Traffic Management Practices (ITMPs) shall:
- (1) whether or not they are Canadian carriers, abide by the requirements of subsection 27(2) of the *Telecommunications Act* with regard to any ITMPs they employ;
 - (2) abide by the disclosure requirements described in TRP 2009-657; and
 - (3) not use for other purposes personal information collected for the purposes of traffic management or disclose such information.

4. RATES AND CHARGES

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

4.01 Routing of CLEC 800/888 Calls

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

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING4. RATES AND CHARGES – continued

4.02 Unbundled Network Components

(a) Diagnostic Maintenance Charge

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

(b) Relay Service

- (1) Relay Service, offered by Bell Canada, provides a deaf, hard of hearing or speech impaired customer, with the ability to communicate with other customers through the use of a Teletypewriter (TTY). A separate rate per Network Access Service (NAS) or per Working Telephone Number (WTN) will be assessed to the CLEC for access to Relay Service.
- (2) In addition Internet Protocol Relay Service (IPRS), enables a person using an Internet-enabled device (e.g., personal computer) to communicate with another person (or vice-versa) over the telephone network. A specially trained operator transmits messages via Internet Protocol (IP)-based text conversation with a person with a hearing or speech disability and via voice conversation with a person without such a disability.
- (3) All references to Relay Service include both TTY based Relay Service and IPRS.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING4. RATES AND CHARGES – continued

4.02 Unbundled Network Components – continued

(b) Relay Service – continued

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

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

- (1) Emergency Service (9-1-1) provides a CLEC with access to the Company's Emergency 9-1-1 Service.
- (2) The service (9-1-1) is available to CLECs by establishing a Trunk-side Interconnection to the Company's 9-1-1 tandem switch from KMTS. A separate rate per NAS or WTN will be assessed to the CLEC for such access.
- (3) The type of access may vary with the type of service available in the Company's operating territory, but will generally involve one type:
 - a. Regional Emergency 9-1-1 Service:
 - To be negotiated between CLECs, the Company and Agencies.

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. RATES AND CHARGES – continued

4.03 Local Network Interconnection and the Unbundled Network Component Rates And Charges

	Monthly Rate	Service Charge
Relay Service:		
Set-up Charge, per CLEC	N/A	\$ 156.90
per NAS or WTN	\$ 0.15	N/A
9-1-1 Service:		
Access by CLEC end-customers per NAS or per WTN	\$ 0.12	N/A
Trunks between CLEC Switch and 9-1-1 Tandem Switch	Bell Canada, NST, Item 302	N/A

N
N

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. RATES AND CHARGES – continued

4.04 Compensation for Traffic Terminations

(a) Termination of CLEC Intraexchange or Intra LIR Traffic

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

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

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

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

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

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. RATES AND CHARGES – continued

4.04 Compensation for Traffic Terminations – continued

(a) Termination of CLEC Intraexchange or Intra LIR Traffic – continued

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Table 1

LIR Based Interconnection For traffic imbalance of	Monthly Rate								
	>10%	>20%	>30%	>40%	>50%	>60%	>70%	>80%	>90%
up to 24 trunks, each trunk	\$ 1.77	\$ 2.93	\$ 4.15	\$ 5.32	\$ 6.51	7.70	\$ 8.87	10.08	11.24
up to 48 trunks, each trunk	2.78	4.65	6.50	8.33	10.19	12.06	13.93	15.80	17.64
up to 72 trunks, each trunk	3.08	5.15	7.21	9.26	11.33	13.37	15.46	17.50	19.58
up to 96 trunks, each trunk	3.26	5.41	7.57	9.74	11.92	14.10	16.25	18.42	20.57
more than 96 trunks, each trunk	3.34	5.56	7.78	10.02	12.22	14.45	16.66	18.89	21.12

Table 2 indicates the percentages of the monthly compensation payments to a CLEC when the total volume of traffic exchanged between the Company and a CLEC over all their local shared-cost trunks is at least 10 million minutes per month and the volume of traffic in the direction of that CLEC network is more than 80 percent of the total traffic exchanged between the Company and the CLEC (the Traffic Threshold).

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

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

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

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. RATES AND CHARGES – continued

4.04 Compensation for Traffic Terminations – continued

(a) Termination of CLEC Intraexchange or Intra LIR Traffic – continued

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Table 2

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

LOCAL NETWORK INTERCONNECTION
AND COMPONENT UNBUNDLING

4. RATES AND CHARGES – continued

4.05 Compensation for Transiting Service

(a) Transit Services

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

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

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

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

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

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

LOCAL NUMBER PORTABILITY (LNP) AND
WIRELESS NUMBER PORTABILITY (WNP)1. GENERAL

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

2. DEFINITIONS

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

Wireline -to- wireline porting – when the ported telephone number moves from one local exchange carrier (LEC) to another LEC within an incumbent local exchange carrier (ILEC) Exchange;

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Wireless -to- wireless porting – when the ported telephone number moves from one Wireless Service Provider (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.

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

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

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- 2.04 Location Routing Number (LRN) is a 10-digit routing number which is returned for a ported number that identifies the new terminating location.

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

2. DEFINITIONS – continued

- 2.05 Ported Numbers are those numbers which are identified for LNP/WNP treatment. The term refers to lines or directory numbers (DNS) formerly associated with a particular switch and now associated with a different service provider or Company switch. % Ported refers to the percentage of total subscribers who have moved to a new switch with their old number.
- 2.06 Donor Switch is a network switch which identifies the numbering plan area (NPA)-NXX as a portable NPA-NXX and provides the subsequent LNP call setup to a Recipient Switch.
- 2.07 Portable NPA-NXX refers to unique NPA-NXXs, within which at least one customer has moved a number to another NPA-NXX for local service.
- 2.08 Ported Out - the donor switch marks the ported number as "ported out".
- 2.09 Ported In - the recipient switch marks the NPA-NXX as a "ported-in" NPA-NXX.
- 2.10 Signal Transfer Point (STP) is a packet switching point in the CCS7 network which routes CCS7 signaling messages towards the intended network element.
- 2.11 Service Switching Point (SSP) is any Central Office switch which supports CCS7 signaling.
- 2.12 Service Control Point (SCP) is a network-resident database which contains the ported number information necessary to support number portability.

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

3. TERMS AND CONDITIONS

- 3.01 LNP/WNP - Access to SCP will only be offered where the necessary facilities, equipment and capacity are available. A digital network with CCS7 connectivity and Advanced Intelligent Network (AIN) software is required.
- 3.02 All LECs are required to provide accurate and up-to-date information for every telephone number they serve, or their customers will be unable to receive calls from the customers of any other designated LECs.
- 3.03 Provisioning lead times, as per Industry standards and agreements, are required to set-up the network database information.
- 3.04 There is a one-month bill minimum.
- 3.05 Other applicable tariffs as necessary are required to access the Company's gateway STP.
- 3.06 Applicable tariffs apply to LECs, WSPs and interexchange carriers who have previously negotiated the necessary Interconnection Non-Disclosure and Interconnection Confidentiality Agreements.

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LOCAL SERVICE REQUEST (LSR) REJECTION CHARGE

1. GENERAL

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

2. RATES AND CHARGES

2.01 LSR Rejection Charges will be assessed monthly.

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

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

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

- (a) A monthly LSR rejection rate threshold of 12.8% until 25 June 2021, a threshold of 10.4% until 25 June 2022, and threshold of 8% thereafter applies to each service provider that submits more than 500 LSRs in a month unless at least 75% of the LSRs it submits in that month relate to business services.
- (b) A monthly LSR rejection rate threshold of 25.6% until 25 June 2021, a threshold of 20.8% until 25 June 2022 and 16% threshold thereafter applies to each service provider that submits 500 or fewer LSRs in a month and to each service provider where at least 75% of the LSRs it submits in that month relate to business services.

	Rate
Rejection Charge, each	\$70.00



PORT-OUT CANCELLATION CHARGE

1. GENERAL

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

2. RATES AND CHARGES

	Rate
Port out cancellation, each	\$50.34

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1. GENERAL

1.01. Wholesale Ethernet Service is provided at the Company's discretion and subject to the availability of suitable facilities. When it is necessary for the Company to install special equipment or to incur unusual expense in order to meet a Customer's requirements, an additional charge may be assessed based upon the equipment installed or the expense incurred, as set out in KMTS General Tariff CRTC 25440 Section 130 – Construction Charges.

1.02. Wholesale Ethernet Service is available to registered telecommunications carriers and resellers. Wholesale Ethernet Service is comprised of Wholesale Ethernet Transport and Wholesale Ethernet Access.

2. DEFINITIONS

For the purposes of this Tariff item:

10/100 Base-T Port connects a Company-provided Wholesale Ethernet Access to a Company Ethernet switch, at speeds of 10 Base-T(10 BT) or 100 Base-T (100 BT).

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

Customer refers to the purchaser of Wholesale Ethernet Service from the Company. The Customer can also be the End-user.

End-user refers to the party utilizing Wholesale Ethernet Service for transmitting data. The End-user may be the Customer.

Carrier-to-Carrier Interface (CCI) provides the point of interconnection between the Customer's and the Company's networks from a designated Company Wire Centre over broadband facilities to a competitor point of presence (POP) via appropriate Company services or competitor provided facilities.

Network Path is a logical path established between a Company Wire Centre where the competitor's Wholesale Ethernet Access terminates and the location of the CCI. Network Path are available within the geographic boundaries of the Company's serving territory in Ontario. A network path supports the following two types of transmission:

- (a) Burstable is network connectivity that provides for standard Ethernet connectivity.
- (b) Dedicated is network connectivity that provides dedicated bandwidth within the Company's network.

2. DEFINITIONS - continued

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

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

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

3. WHOLESALE ETHERNET TRANSPORT TERMS AND CONDITIONS

- 3.01 Wholesale Ethernet Transport provides transport for Ethernet traffic from a Company Serving Central Office in which a Wholesale Ethernet Access terminates to and including a CCI. It is comprised of a 10/100 Base-T Ethernet Port, a Network Path, and a CCI.
- 3.02 The CCI is available using Ethernet protocol on a Gigabit Ethernet (GE) trunk.
- 3.03 Ethernet Transport Service is only available in association with the Wholesale Ethernet Access.
- 3.04 An Ethernet Access is required for each 10/100 Base-T Ethernet Port.
- 3.05 Initial establishment of a CCI is available on a minimum contract period (MCP) of one year.
- 3.06 In the event that the Customer terminates the CCI or any portion of the CCI service, the Customer shall pay to the Company in a single payment, at the time of termination, any outstanding CCI service charges plus 50% of the CCI monthly charges remaining on the MCP.
- 3.07 Cancellation of all CCIs will result in the concurrent termination of all associated 10/100 Base-T Ethernet Ports and Network Paths.

4. WHOLESALE ETHERNET TRANSPORT RATES AND CHARGES

4.01 Rates and charges for Wholesale Ethernet Transport Service are as follows:

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

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

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

	Change Management Fees
Per charge	\$300.00

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

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5. WHOLESALE ETHERNET ACCESS

- 5.01 Wholesale Ethernet Access provides access facilities for third-party Wide Area Network (WAN) services. Wholesale Ethernet Access provides for the transmission of information between an End-user's premises and a Serving Central Office at speeds of 10 Mbps or 100 Mbps. The Wholesale Ethernet Access consists of transmission facilities, equipment and management to support connectivity between the Serving Central Office and the terminating equipment at the End-user's premises.
- 5.02 Wholesale Ethernet Access is available in two arrangements as follows:
- (a) Ethernet Access including Company-owned and provided Customer Premise Equipment (CPE); and
 - (b) Ethernet Access excluding CPE.
- 5.03 Ethernet Access is provided subject to the availability of suitable equipment and facilities. If all or any portion of the access facility does not exist between a Serving Central Office and the End-user's premises, the Customer shall pay an additional charge based on the full cost of building the access facility.
- 5.04 The Company shall determine the Central Office(s) from which Wholesale Ethernet Access will be provided, as well as the speeds offered at each Serving Central Office.
- 5.05 Wholesale Ethernet Access is provided in accordance with IEEE 802.3 Ethernet standards, as such, standards may be modified or replaced from time to time. The provision of the access is subject to the ability of the Company and the Customer to satisfy existing transmission standards.
- 5.06 When it is necessary to install special equipment or to incur an unusual expense to establish Wholesale Ethernet Access, the Customer shall pay an additional charge based on the equipment installed or the unusual expense incurred.
- 5.07 Wholesale Ethernet Access is offered on a MCP of one, three or five years.
- 5.08 The Company is solely responsible for the installation, operation and maintenance of the Company-owned and provided terminating equipment on End-user's premises.
- 5.10 At the end of the initial MCP, absent of any indication by the Customer, the Wholesale Ethernet Access shall continue to be provided on an annual basis, at the then current one-year contract rates.

5. WHOLESALE ETHERNET ACCESS - continued

5.11 If the Customer subscribes to Wholesale Ethernet Access excluding CPE, the Customer is responsible for acquiring the terminating equipment on the End-user's premises based on technical guidelines provided by the Company. The Customer is solely responsible for the installation, operation and maintenance of their terminating equipment on End-user's premises.

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

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

6. WHOLESALE ETHERNET ACCESS RATES AND CHARGES

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

(a) Wholesale Ethernet Access including CPE

(1) 10 Mbps - Ethernet Access: (Half-duplex or Full-duplex mode)

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

(2) 100 Mbps - Ethernet Access: (Half-duplex or Full-duplex mode)

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

6. WHOLESALE ETHERNET ACCESS RATES AND CHARGES – continued

6.01 continued

(a) Wholesale Ethernet Access including CPE – continued

(3) Terminating Equipment Port (Customer facing) on the Company owned terminating equipment:

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

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

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

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

(b) Wholesale Ethernet Access excluding CPE

(1) 10 Mbps - Ethernet Access: (Half-duplex or Full-duplex mode)

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

(2) 100 Mbps - Ethernet Access: (Half-duplex or Full-duplex mode)

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

6. WHOLESALE ETHERNET ACCESS RATES AND CHARGES – continued

6.01 continued

(c) Wholesale Ethernet Access Changes:

Service Item	Service Charge
Duplex Mode Change (half to full or full to half), per access (Note 1)	\$200.00
Access Speed Change (from 10 Mbps to 100 Mbps Access and vice versa), per access (Note 1)	\$500.00
Move of Terminating Equipment on the same end-user premises (Note 1)	\$1,250.00 plus fibre costs, if applicable
Add a VLAN trunk on terminating equipment (Note 2)	\$500.00

Note 1: The service charge applies to Wholesale Ethernet Access including CPE and Wholesale Ethernet Access excluding CPE at 10 to 100 Mbps access speeds.

Note 2: The service charge applies to only Wholesale Ethernet Access including CPE.

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