**Item 40. Interconnecting Circuits with Trunk-Side Access**

**1. General**

(a) An interconnecting circuit "with trunk-side access" refers to a connecting arrangement provided by the Company over which traffic from the IXC's network can be routed for termination in the local PSTN.

(b) An interconnecting circuit with trunk-side access may be arranged for Feature Group D service, which provides the IXC with the capability of offering subscribers access to its network by dialing 1+, 0+, 00-, 101XXXX, 01+ or 011+. Interconnecting circuits with trunk-side access arranged for Feature Group D service may be connected to an Access Tandem (AT Connection), and may use Multi-Frequency (MF) signaling or CCS7 signaling, subject to the availability of suitable facilities.

(1) Access to the IXC's network from pay telephones is available via 101XXXX dialing. The Company will not accept coin payment for such calls.

(c) An interconnecting circuit with trunk-side access may be arranged for Feature Group B service, which provides the IXC with the capability of offering subscribers access to its network by dialing 1+950+XXXX where XXXX is the IXC's Carrier Identification Code (CIC). This arrangement is available for AT Connections only and is available only with MF signaling. The IXC is responsible for obtaining this CIC.

(1) This arrangement is provided only in those offices which are not capable of providing Feature Group D service and is subject to the availability of suitable facilities.

(2) Access to the IXC's network from pay telephones is not available with this arrangement.

(d) An interconnecting circuit with trunk-side access may be arranged to provide for the routing of 800/888 calls destined for the IXC's network. This arrangement is available for AT Connections only and may use MF or CCS7 signaling.

(1) Interconnecting circuits with trunk-side access established for the purpose of routing 800/888 calls destined for the IXC's network must be arranged for one-way service.

**2. Network Charges**

(a) When the IXC requests an interconnecting circuit with trunk-side access, the applicable switching and aggregation charges specified in (d) below shall apply to each minute of originating or terminating traffic carried on the interconnecting circuit. Applicable charges shall be determined on the basis of the point of interconnection and the local Exchange within which the traffic originates and/or terminates. When the traffic C
originates or terminates within a local Exchange that is within the Company's toll serving C
territory, but not the Company's local serving territory, then the Direct Connection charge specified in (d)(1) below shall not apply. Where the Direct Connection charge specified in (d)(1) below does not apply, then a charge equal to the Direct Connection charge levied by the local Exchange carrier who is providing the Direct Connection applies for C M
each minute of the IXC's traffic originating from and terminating in that local Exchange C
carrier's end office. M

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See page 1 for explanation of symbols

**Item 40. Interconnecting Circuits with Trunk-Side Access** N

**2. Network Charges**

(a) (continued) N

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(1) When a call is blocked from the Direct Connection and, using overflow routing, is routed to the IXC by means of an AT Connection, the switching and aggregation charge related to an AT Connection, as specified in (d)(2) below, applies for that call.

(b) The applicable switching and aggregation charges relate to all associated switching, transport and signaling functions performed by the Company at the originating or terminating end of a call, including, subject to availability:
(1) hardware answer supervision;
(2) delivery of calling line identification.

(c) Switching and aggregation charges are assessed on the basis of conversation minutes.

(d) The following switching and aggregation charges apply to each minute of originating or terminating traffic:

| | Charge Based on Conversation Minutes |
|---|---|
| (1) Direct Connection | $0.001662 |
| (2) AT Connection | $0.005000 |

(e) In addition to the switching and aggregation charges, 800/888 dialed calls routed to the IXC are subject to a carrier identification charge as specified below.

| | Charge |
|---|---|
| (1) 800/888 Carrier Identification Charge, each call (interim) | $0.003259 |

(f) In addition to the switching and aggregation charges, when an IXC requests an interconnecting circuit at a point of presence in North Bay for transport of traffic on the Company's facilities to the Company's AT Connection in Timmins, the Toll Transport charge specified below applies. The charge is assessed on the basis of conversation minutes and applies to each minute of originating or terminating traffic.

| | Charge Based on Conversation Minutes |
|---|---|
| (1) Toll Transport | $0.006800 |

*M – Moved to Page 1.*
See page 4 for explanation of symbols

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RESERVED FOR FUTURE USE.

**3. PIC Processing**

(a) When the IXC is provided with interconnecting circuits with trunk-side access arranged for Feature Group D service, the IXC can offer its subscribed customers access to its network through 1+, 0+, 01+, 011+ and 00- dialing. Such access is enabled through the identification of the IXC as the customer's Primary Interexchange Carrier (PIC). PIC selections may be specified for eligible Company-provided monopoly primary exchange services which provide direct voice access to the PSTN through "1+" dialing and which are provisioned in End Offices supported by Feature Group D. A list of specific eligible services is included in the PIC/CARE Access Customer Handbook (the Handbook) described in (c) below.

(b) An IXC with Feature Group D service is required to establish a PIC processing account with the Company at least 60 calendar days prior to the requested commencement of PIC processing. When the account is established, the IXC must identify the PIC processing parameters and options required, as specified in the IXC's Customer Account Record Exchange (CARE) Profile which is provided in the Handbook. The establishment of the PIC processing account is subject to a service charge as specified in (h)(1) below. Changes to the IXC's CARE Profile are subject to a service charge as specified in (h)(2) below. Subsequent changes to these parameters and options must be provided in writing at least 30 calendar days prior to the requested date for implementation of the changes.

(c) The Company will provide each IXC which establishes a PIC processing account with two copies of the User Handbook. The Handbook reflects standards and procedures for the processing of PIC transactions between the Company and the IXC. Additional copies of the Handbook are provided subject to the charge as specified in (h)(3) below.

(d) PIC processing charges apply for establishing or changing the PIC selection for a customer's access line, such as for new or additional access lines, customer moves, and customer-initiated number changes. Charges for processing customer PIC transactions are assessed to the IXC selected by the customer and are as specified in (h)(4) below.

(e) In the case of PIC selection changes which are disputed by the customer or an IXC on behalf of the customer, the customer's PIC selection will be reinstated to the previous PIC. The IXC must then provide evidence of customer authorization as described in Schedule 4 of the Master Agreement for Interconnection regarding Consumer Safeguards. If such customer authorization is not provided within 15 business days from the date of the request from the Company, the IXC will be deemed to have requested an unauthorized PIC change, and will be assessed the charge specified in (h)(5) below. A PIC processing charge as described in (d) above will also be assessed to the IXC having requested the unauthorized PIC change, to cover the reinstatement of the unauthorized PIC to the previous PIC selection.

(f) To enable the IXC to validate or place PIC subscription orders at the Working Telephone Number (WTN) level, the IXC may request and obtain from the Company a detailed record transaction in CARE format of all WTNs subscribed to a specific Customer Account Number (CAN). Service charges apply as specified in (h)(6) below.

(g) To enable the IXC to perform a reconciliation between the IXC's billing records and the Company's PIC database, the IXC may request a Verification Record from the Company. Verification Record transactions are subject to the service charge specified in (h)(7) below.

(h) The following charges apply in accordance with this Item 40.5:

| | Charge |
|---|---|
| (1) Account Set-Up charge, each PIC processing account | $706.68 |
| (2) Changes to CARE profile, each request | 176.67 |
| (3) User Handbook, each additional copy | 88.34 |
| (4) PIC Processing charge, each access line | 2.15 |
| (5) Unauthorized PIC Change charge, each access line | 58.11 |
| (6) CAN Detail charge, each WTN provided | 0.12 |
| (7) Verification Record charge, each access line | 0.12 |

See page 1 for explanation of symbols



Approved in Decision CRTC 2007-369
October 3, 2007

## PART A Definitions and General Terms

**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: N

(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. N

## ITEM 100. General

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

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

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

**PART A Definitions and General Terms**

**ITEM 101. Definitions**

In this Tariff:

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

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**"Canadian Carrier"** means a telecommunications common carrier that is subject to the legislative authority of Parliament. (*entreprise canadienne*)

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

**"Central Office"** means 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.

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

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

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

**"Company"** Effective 1 January 2017, following a corporate reorganization, Ontera became a division of NorthernTel, Limited Partnership. As of this date, when Ontera appears in this Tariff, it is to mean Ontera, a division of NorthernTel, Limited Partnership

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## PART A Definitions and General Terms

## ITEM 101. Definitions

D

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

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

## PART A Definitions and General Terms

## ITEM 101. Definitions – continued

D

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

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

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

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

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

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

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

**"interconnecting circuit"** means a circuit or path that connects a Telecommunications Provider's facility to the Company's facilities to provide access to the Company's local switched telephone network.

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

## PART A Definitions and General Terms

## ITEM 101. Definitions – continued

D
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**"LEC"** is a local exchange carrier.

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

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

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

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

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

**"point of interconnection or POI"** is a switch or other point of interconnection designated by the Company as its gateway for purposes of interconnecting to Telecommunications Providers in an Exchange.

**PART A** **Definitions and General Terms**

**ITEM 101.** **Definitions - continued**

D

**“premises”** is the continuous property and the building or buildings located thereon, or the part or parts of a building, occupied at the same time by an end-customer or Telecommunications Provider.

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

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

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

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

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

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

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

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

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

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

## PART A Definitions and General Terms

## ITEM 102. General Rights and Obligations

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

### 1. General

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

    All of the above bind the Company and Telecommunications Providers.

### 2. Effective Date of Changes

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

### 3. Obligation to Provide Service

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

## PART A Definitions and General Terms

## ITEM 102. General Rights and Obligations – continued

### 3. Obligation to Provide Service – continued

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

### 4. The Company's Facilities

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

## PART A Definitions and General Terms

## ITEM 102. General Rights and Obligations - continued

### 4. The Company's Facilities - continued

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

### 5. The Company's Right to Enter Premises

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

### 6. Deposits and Alternatives

1. The Company may require deposits from a Telecommunications Provider:
   1. which has no credit history with the Company and will not provide satisfactory credit information;
   2. which has an unsatisfactory credit rating with the Company's due to previous payment practices with the Company; or
   3. where the provision of the interconnection services to the Telecommunications Provider clearly presents an abnormal risk of loss.
2. The Company must inform the Telecommunications Provider of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of the Company.
3. A Telecommunications Provider may provide an alternative to a deposit, provided it is reasonable in the circumstances.
4. Deposits earn interest at the savings account rate of **the Canadian Chartered Bank of the Company's choice**, calculated on the balance of the deposit plus interest accrued prior to the current billing period. The interest will be credited to the account annually or upon

## PART A Definitions and General Terms

## ITEM 102. General Rights and Obligations - continued

### 6. Deposits and Alternatives - continued

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

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

### 7. Restrictions on Use of Services

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

   In all cases the Company or the Telecommunications Provider, as the case may be, must then be notified of the changes as soon as possible.
3. No payment may be exacted directly or indirectly from a Telecommunications Provider by any party other than the Company's for use of any of the Company's interconnection services except where otherwise stipulated in the Company's Tariffs, or by the provisions of an applicable interconnection agreement.

**PART A Definitions and General Terms**

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

**8. Non-Disclosure of Confidential Information**

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

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

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

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

1. These Terms do not limit the Company's liability in cases of deliberate fault, gross negligence, anti-competitive conduct, breach of contract where the breach results from the gross negligence of the Company, or disclosure of confidential information contrary to Item 102.8.

2. Except with regard to physical injuries, death, or damage to a Telecommunications Provider's premises or other property, occasioned by its negligence, the Company's liability for negligence, and for breach of contract where the breach results from the negligence of the Company, is limited to three times the amounts refunded or cancelled in accordance with Item 102.9, as applicable.

3. The Company is not responsible for:
    1. libel, slander, defamation or the infringement of copyright or other unlawful activity arising from material or messages transmitted over the Company's facilities;
    2. the infringement of patents arising from the combining or using of the Telecommunications Provider's facilities with the Company's facilities; or

**PART A Definitions and General Terms**

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

**10. Limitation of** the Company's **Liability - continued**

3. damages arising out of the act, default, neglect or omission of the Telecommunications Provider in the use or operation of facilities provided by the Company.

4. When facilities of third parties are used in establishing connections to or from facilities under the control of a Telecommunications Provider, the Company is not liable for any act, omission or negligence of the third party.

5. In the provision of interconnection services, the Company is not responsible to the Telecommunications Provider's customer for end-to-end service.

**11. Payment**

1. Subject to Items 102.11.2 and 102.11.3, charges cannot be considered past due until the next billing statement has been generated or the time period for payment indicated on the previous billing statement has passed.

2. In exceptional circumstances, prior to the normal billing date, the Company may request payment from a Telecommunications Provider, on an interim basis, for non-recurring charges that have accrued, by providing notice to the Telecommunications Provider with details regarding the services and charges in question. In such cases, subject to Item 102.11.3, the charges can be considered past due 3 days after they are incurred, or 3 days after the Company demands payment, whichever comes later.

3. No charge disputed by a Telecommunications Provider can be considered past due unless the Company has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment. The dispute procedure set out in Schedule E of the MALI shall be followed and the Telecommunications Provider must pay the undisputed portion of the billing statement. The Company shall provide to the Telecommunications Provider a copy of Schedule E.

4. The Company may request immediate payment in extreme situations, provided that a notice has been issued pursuant to Item 102.11.2, and the abnormal risk of loss has substantially increased since that notice was given, or the Company has reasonable grounds for believing that the Telecommunications Provider intends to defraud the Company.

**PART A Definitions and General Terms**

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

**12. Liability for Unbilled and Underbilled Charges**

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

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

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

## PART A Definitions and General Terms

## ITEM 102. General Rights and Obligations - continued

### 14. Minimum Contract Period

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

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

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

### 16. The Company -Initiated Suspension or Termination of Service

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

**PART A Definitions and General Terms**

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

**16. The Company -Initiated Suspension or Termination of Service - continued**

1. fails to pay an amount owing by the Telecommunications Provider that is past due, provided that the Company has provided reasonable advance notice;
2. fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to these Terms;
3. fails to comply with the provisions of a deferred payment agreement;
4. repeatedly fails to provide the Company with reasonable entry and access in conformity with Item 102.5.1;
5. uses or permits others to use any of the Company's interconnection services so as to prevent fair and proportionate use by others;
6. contravenes Item 102.7; or
7. fails to provide payment when requested by the Company pursuant to Item 102.11.4.

3. The Company may not suspend or terminate service in the following circumstances:
   1. where the Telecommunications Provider is prepared to enter into and honour a reasonable deferred payment agreement; or
   2. where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and the Company does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.

4. Prior to suspension or termination, the Company must provide the Telecommunications Provider with reasonable advance notice, stating:
   1. the reason for the proposed suspension or termination and the amount owing, if any;
   2. the scheduled suspension or termination date; and
   3. subject to contrary provisions of this Tariff or as approved by the CRTC, that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay).

5. Where repeated efforts to contact the Telecommunications Provider have failed, the Company must, at a minimum, deliver the notice referred to in Item 102.16.4 to the billing address prior to delivering the notice referred to in Item 102.16.6.

**PART A Definitions and General Terms**

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

**16. The Company -Initiated Suspension or Termination of Service - continued**

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

**17. Assignment**

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

## PART A Definitions and General Terms

## ITEM 102. General Rights and Obligations - continued

### 18. Right of Access

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

## PART A Definitions and General Terms

## ITEM 103. Payment of Charges

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