

**Provincial Tel Inc**

**ACCESS SERVICES TARIFF**

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

**Check Page**

	<b>Revision</b>	<b>Page Number</b>		<b>Revision</b>	<b>Page Number</b>		<b>Revision</b>	<b>Page Number</b>		
C	1	Title		M	1	24		Original	48	
	1	1		C	1	25		M	1	49
C	3	2			Original	26		M	1	50
	1	3			3	27		M	1	51
N	2	4		M	1	28		M	1	52
	Original	5		M	1	29		M	4	53
	Original	6		C	3	30		M	1	54
	Original	7			Original	31		M	1	55
	Original	8		M	1	32		M	4	56
	Original	9		M	1	33		M	2	57
M	1	10		M	1	34		M	3	58
M	1	11		C	1	35		M	4	59
M	1	12			3	36		M	4	60
M	1	13			1	37		M	4	61
M	1	14			Original	38		M	3	62
M	1	15			3	39		M	1	63
M	1	16			Original	40		M	2	64
M	1	17			3	41		N	1	65
M	1	18			3	42		N	Original	66
M	1	19			3	43		N	Original	67
N	1	20			3	44		N	Original	68
M	1	21		M	1	45		N	Original	69
M	1	22		C	2	46		N	Original	70
M	1	23			1	47		N	Original	71

C

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<i>ITEM 303.</i>	<i>Network Announcements for Customers of Disconnected IXSPs with Trunk-side Access.....</i>	<i>43</i>
<i>ITEM 304.</i>	<i>Bulk Transfer of End-Customer Base Between IXSPs.....</i>	<i>44</i>
<i>ITEM 305.</i>	<i>Billing and Collection Service .....</i>	<i>45</i>
<b>PART D</b>	<b>Interconnection with Wireless Service Providers (WSPs) .....</b>	<b>48</b>
<i>ITEM 400.</i>	<i>General.....</i>	<i>48</i>
<i>ITEM 401.</i>	<i>Terms and Conditions Applicable to Interconnection with WSPs.....</i>	<i>49</i>
<i>ITEM 402.</i>	<i>Trunk-side Access .....</i>	<i>51</i>
<i>ITEM 403.</i>	<i>Line-side Access.....</i>	<i>55</i>
<b>PART E</b>	<b>Other Interconnection Services.....</b>	<b>62</b>
<i>ITEM 500.</i>	<i>General.....</i>	<i>62</i>
<i>ITEM 501.</i>	<i>Call Routing - Location Routing Number (LRN) Absent .....</i>	<i>63</i>
<i>ITEM 502.</i>	<i>Port-Out Cancellation Charge.....</i>	<i>64</i>
<i>ITEM 503.</i>	<i>9-1-1 Emergency Response Service (ERS).....</i>	<i>65</i>

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**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 Provincial Tel and Telecommunications Providers in connection with the interconnection services provided under this Tariff.

**1. General**

1. The offer of interconnection services by Provincial Tel 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 Provincial Tel 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 Provincial Tel pursuant to an obligation to serve.
2. Notwithstanding Provincial Tel’s obligation to offer the services under this Tariff, Provincial Tel is not required to provide interconnection service to a Telecommunications Provider where:
  1. the Telecommunications Provider owes amounts to Provincial Tel that are past due, other than as a guarantor;

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**PART A Definitions and General Terms**

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

**3. Obligation to Provide Service – continued**

2. the Telecommunications Provider does not provide to Provincial Tel 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 Provincial Tel 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 Provincial Tel does not provide service on an application by a Telecommunications Provider, it must provide written explanation upon request.

**4. Provincial Tel's Facilities**

1. Upon termination of service, the Telecommunications Provider must return any equipment provided by Provincial Tel.
2. Provincial Tel must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that Provincial Tel 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 Provincial Tel's facilities, may be charged the cost of restoration or replacement. In all cases, Telecommunications Providers are liable for damage caused to Provincial Tel's facilities by any facilities provided by the Telecommunications Provider or its customer.
4. Where the Telecommunications Provider reports trouble in relation to the interconnection services to Provincial Tel, Provincial Tel must initiate trouble repair procedures at such time.

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**PART A Definitions and General Terms**

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

**5. Provincial Tel's Right to Enter Premises**

Unless otherwise expressly permitted in this Tariff, a written agreement, or under any guidelines applicable to Provincial Tel and the Telecommunications Provider and approved by the CRTC, Provincial Tel, 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 Provincial Tel 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 Provincial Tel identification must be shown to the Telecommunications Provider, at the Telecommunications Provider's request, prior to entering the premises.

**6. Deposits and Alternatives**

1. Provincial Tel may require deposits from a Telecommunications Provider:
  1. which has no credit history with Provincial Tel and will not provide satisfactory credit information;
  2. which has an unsatisfactory credit rating with Provincial Tel due to previous payment practices with Provincial Tel; or
  3. where the provision of the interconnection services to the Telecommunications Provider clearly presents an abnormal risk of loss.
2. Provincial Tel 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 Provincial Tel.
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 Assiniboine Credit Union, 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 refund of the deposit, and will be reflected on Provincial Tel's next billing statement.
5. Provincial Tel will show the total principal amount of deposits held on each Telecommunications Provider's billing statement.

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**PART A Definitions and General Terms**

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

**6. Deposits and Alternatives - continued**

6. Provincial Tel 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, Provincial Tel 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 Provincial Tel 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 Provincial Tel or allow the interconnection services to be used for a purpose or in a manner contrary to any applicable law or regulation.
2. Neither Provincial Tel 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 Provincial Tel's Tariffs; or
  3. where otherwise expressly permitted by the provisions of an applicable interconnection agreement.

In all cases Provincial Tel 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 Provincial Tel for use of any of Provincial Tel's interconnection services except where otherwise stipulated in Provincial Tel's Tariffs, or by the provisions of an applicable interconnection agreement.

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

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

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**PART A Definitions and General Terms**

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

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

Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Provincial Tel's facilities, Provincial Tel'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 Provincial Tel is advised of the problem. However, where the problem is occasioned by Provincial Tel's negligence, Provincial Tel is also liable for the amount calculated in accordance with Item 102.10.2.

**10. Limitation of Provincial Tel's Liability**

1. These Terms do not limit Provincial Tel's liability in cases of deliberate fault, gross negligence, anti-competitive conduct, breach of contract where the breach results from the gross negligence of Provincial Tel, 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, Provincial Tel's liability for negligence, and for breach of contract where the breach results from the negligence of Provincial Tel, is limited to three times the amounts refunded or cancelled in accordance with Item 102.9, as applicable.
3. Provincial Tel is not responsible for:
  1. libel, slander, defamation or the infringement of copyright or other unlawful activity arising from material or messages transmitted over Provincial Tel's facilities;
  2. the infringement of patents arising from the combining or using of the Telecommunications Provider's facilities with Provincial Tel's facilities; or
  3. damages arising out of the act, default, neglect or omission of the Telecommunications Provider in the use or operation of facilities provided by Provincial Tel.
4. When facilities of third parties are used in establishing connections to or from facilities under the control of a Telecommunications Provider, Provincial Tel is not liable for any act, omission or negligence of the third party.
5. In the provision of interconnection services, Provincial Tel is not responsible to the Telecommunications Provider's customer for end-to-end service.

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**PART A Definitions and General Terms**

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

**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, Provincial Tel 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 Provincial Tel demands payment, whichever comes later.
3. No charge disputed by a Telecommunications Provider can be considered past due unless Provincial Tel 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. Provincial Tel shall provide to the Telecommunications Provider a copy of Schedule E.
4. Provincial Tel 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 Provincial Tel has reasonable grounds for believing that the Telecommunications Provider intends to defraud Provincial Tel.

**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 Provincial Tel 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 Provincial Tel within a period of 150 days from the date it was incurred.
2. In the circumstances described in Item 102.12.1, Provincial Tel 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, Provincial Tel 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.

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**PART A Definitions and General Terms**

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

**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.

**14. Minimum Contract Period**

The minimum contract period for Provincial Tel'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 Provincial Tel's Tariffs or an agreement between Provincial Tel 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 Provincial Tel. Installation work is considered to have started when the Telecommunications Provider has advised Provincial Tel to proceed, and Provincial Tel 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.

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**PART A Definitions and General Terms**

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

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

2. A Telecommunications Provider which gives Provincial Tel 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, Provincial Tel 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 Provincial Tel's interconnection services of equal or greater value to the cancelled interconnection service.

**16. Provincial Tel -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. Provincial Tel may suspend or terminate a Telecommunications Provider's service only where the Telecommunications Provider:
  1. fails to pay an amount owing by the Telecommunications Provider that is past due, provided that Provincial Tel 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 Provincial Tel with reasonable entry and access in conformity with Item 102.5.1;
  5. uses or permits others to use any of Provincial Tel'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 Provincial Tel pursuant to Item 102.11.4.
3. Provincial Tel 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 Provincial Tel does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.

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**PART A      Definitions and General Terms**

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

**16. Provincial Tel -Initiated Suspension or Termination of Service - continued**

4. Prior to suspension or termination, Provincial Tel 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, Provincial Tel 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.
6. In addition to the notice required by Item 102.16.4, Provincial Tel 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 Provincial Tel 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 Provincial Tel 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 Provincial Tel.
9. In the case of interconnection services that have been suspended, unless suspension occurs during the minimum contract period, Provincial Tel must make a daily pro rata allowance based on the monthly charge for such interconnection services.
10. Provincial Tel 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, Provincial Tel must restore service the next day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

**PART A Definitions and General Terms**

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

**17. Assignment**

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

**18. Right of Access**

When a Telecommunications Provider offers services to tenants within a multi-tenant building, it must provide Provincial Tel 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 Provincial Tel rather than, or in addition to, services from the Telecommunications Provider.

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**PART A Definitions and General Terms**

**ITEM 103. Payment of Charges**

1. The customer is responsible for payment to Provincial Tel 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, Provincial Tel may assess a late-payment charge, which provides for administration and carrying charges related to accounts that are owed to Provincial Tel and are in arrears. The late-payment charge applies when Provincial Tel 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.provtel.com](http://www.provtel.com).

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

**ITEM 200. General**

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

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

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

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

**ITEM 201. Compensation for Traffic Termination**

**1. Termination of Intra-Exchange or Intra LIR Traffic**

1. Traffic imbalance may occur for traffic that is interchanged between Provincial Tel and a LEC over designated Bill and Keep trunks. Subject to Item 201.1.2 below that applies to existing exchange based interconnection, where a traffic imbalance exists, the party which originates less traffic than it terminates is entitled to compensation. It is the responsibility of the party entitled to compensation (i.e., in whose favour the imbalance exists) to detect and apply charges for the imbalance.
2. For existing exchange-based interconnection, neither Provincial Tel nor any LEC is obligated to pay compensation for traffic termination to the other party where a traffic imbalance occurs within 6 months of the LEC's launch of commercial service within the relevant exchange.
3. For existing exchange-based interconnection, Provincial Tel will notify the LEC of any imbalance in Provincial Tel's favour that is detected for 3 consecutive months on specific trunk groups (the "initial imbalance").
4. If Provincial Tel detects a traffic imbalance in its favour, subsequent to the initial imbalance that applies for existing exchange-based interconnection, it shall notify the LEC as soon as possible. The rates specified below apply in respect of the month **following** such notification.
5. The charge for any month is calculated for each trunk required at the busiest period of that month on the basis of actual traffic imbalance in the month. The non-recurring rates specified below apply, beginning with the month in respect of which notice is first provided, for as long as the imbalance exists.

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

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

Termination of LEC Intra-exchange Traffic					
Territory	Up to 24 trunks, each trunk (\$)	Up to 48 trunks, each trunk (\$)	Up to 72 trunks, each trunk (\$)	Up to 96 trunks, each trunk (\$)	More than 96 trunks, each trunk (\$)
<b>Manitoba</b>					
Greater than 20%	MTS CRTC 24006, Item 105(4)(D)(1)				
Greater than 40%					
Greater than 60%					

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

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

Termination of LEC Intra LIR Traffic					
Territory	Up to 24 trunks, each trunk (\$)	Up to 48 trunks, each trunk (\$)	Up to 72 trunks, each trunk (\$)	Up to 96 trunks, each trunk (\$)	More than 96 trunks, each trunk (\$)
<b>Manitoba</b>					
Greater than 10%	MTS CRTC 24006, Item 105(4)(D)(1)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					

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

**ITEM 202. Basic Listing Interchange File**

1. Basic Listing Interchange File (“BLIF”) service is offered by Provincial Tel to LECs operating in Canada. BLIF service is also available to independent directory publishers for the sole purpose of providing directories and to alternate operator service providers for the sole purpose of providing directory assistance. BLIF service provides for a machine-readable file containing non-confidential subscriber listing information (“listings”) for Provincial Tel’s end-customers, listed and intended to be listed in the LEC’s directories and directory assistance databases. Provincial Tel provides a complete set of end-customer listings, as specified in the BLIF Service Description and Ordering Guidelines document (the “BLIF Document”), for the purpose of providing telephone directories and/or directory assistance information.
2. BLIF service is provided by Provincial Tel in accordance with the terms and conditions contained in the BLIF Agreement, including the limitation of Provincial Tel’s liability. A LEC, an independent directory publisher or an alternate operator service provider who obtains Provincial Tel’s end-customer listings under this tariff will herein be referred to as the licensee. The licensee accepts all the obligations of the licensee pursuant to the BLIF Agreement and must enter into the BLIF Agreement for 5 years. The BLIF Agreement is renewable automatically for subsequent 5-year periods.
3. Listings are provided in a format conforming to the specifications set out in the BLIF Document.
4. The BLIF includes all of the required information as specified in the BLIF Document.
5. Licensee may purchase residential listings, business/government listings, or both.
6. The BLIF for Provincial Tel’s serving area is available on an exchange basis. A listing of the exchanges served by Provincial Tel is available on request.
7. The following is a non-exhaustive list of types of listing information not provided in the BLIF:
  - Non-Published Telephone Numbers;
  - “Out of Book” Listings;
  - 800, 877, 888 and 900 listings;
  - Reference Listings;
  - 911, 711, 611, 411, 0, 1;
  - Listings for WSP end-customers;
  - Additional/extra listings;
  - Text accompanying listings (i.e. special instructions, Internet listings, etc.)In this Item, “out of book” means those listings added to a particular directory when the terminating location of the number is not within the physical region of the directory’s coverage.

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

**ITEM 202. Basic Listing Interchange File - continued**

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

<b>Each BLIF Master and/or Update, per listing</b>	
<b>Territory</b>	<b>(\$)</b>
<b>Manitoba</b>	MTS CRTC 24006, Item 310(4)

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

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

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

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

4. As a condition for network interconnection with Provincial Tel:
  1. All carriers that establish network interconnection and call routing arrangements related to 900 calls must abide by the Commission-mandated consumer safeguards for 900 Service as outlined in Telecom Decision CRTC 2006-48, Appendix A as may be amended by the Commission from time to time; and
  2. These carriers are to include and enforce in all contracts or other arrangements with their 900 service content provider customers, the requirement to abide by these same Commission-mandated consumer safeguards.
5. Provincial Tel does not make any representation that its interconnection services shall at all times be available in the quantities requested and at the locations specified by the IXSP. Provincial Tel shall, however, devote its best reasonable effort to make such interconnection services available on request, in accordance with the Network Planning section of the CLEC-IXC Agreement and taking account of Provincial Tel's own requirements.

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

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

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

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

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

11. Network Changes - continued

5. The IXSP will provide Provincial Tel with advance notice of changes to the IXSP's equipment or facilities that may affect Provincial Tel's interconnection with the IXSP in accordance with applicable CRTC requirements.

12. Network Outages

1. Provincial Tel will provide the IXSP with the earliest possible notice of all network outages affecting the operation of the IXSP's equipment or facilities.
2. Provincial Tel does not guarantee uninterrupted working of its interconnection service, and shall not be liable to the IXSP, its customers or to any other person, for any failure or delay in performance of any interconnection service provided pursuant to this Part, to the extent that such failure or delay is attributable to causes or results from events beyond Provincial Tel's reasonable control. Nothing in this paragraph shall extend the liability of Provincial Tel as specified in the Terms (Item 102) in the event of network outages or service problems.

13. Protection

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

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

14. If such characteristics or methods of operation are not in accordance with Item 301.12, Provincial Tel will, where practicable, notify the IXSP that temporary discontinuance of the use of any equipment or facilities may be required. When prior notice is not practicable, nothing contained within the Tariff shall be deemed to preclude Provincial Tel from temporarily discontinuing forthwith the availability to the IXSP of any equipment or facility if such action is reasonable under the circumstances. In cases of such discontinuance, the IXSP will be promptly notified and afforded the opportunity to correct the condition which caused the temporary discontinuance.

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

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

**ITEM 305. Billing and Collection Service**

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

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

**ITEM 305. Billing and Collection Service - continued**

1. Accounts receivable management discount

<b>Territory</b>	<b>Discount (%)</b>
<b>Manitoba</b>	MTS CRTC 24006, Item 42(3)(B)

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

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

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

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

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

8. Network Outages

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

9. Protection

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

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

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

11. During any period of temporary discontinuance of service caused by a trouble or condition arising in the WSP's operations, equipment or facilities, no refund for interruption of service, as set forth in Provincial Tel's Terms (Item 102), shall be made.

12. The WSP shall be responsible for all charges due in respect of equipment, facilities and interconnection services provided by Provincial Tel pursuant to this Part. The WSP shall be the sole point of contact with Provincial Tel in respect of the equipment, facilities or services provided, including for the purpose of making trouble reports.

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

**ITEM 402. Trunk-side Access**

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

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

<b>Trunk-Side Access Service Charges</b>		
<b>Territory</b>	<b>Order Processing, each DS-0 Set (\$)</b>	<b>Activation or change, each DS-0 (\$)</b>
<b>Manitoba</b>	MTS CRTC 24001, Item 3000(3)(D)(2)(e) and (f)	

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

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

4. Access Charge

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

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Trunk-Side Access Monthly Charge (per DS-0) (\$)					
Territory	Up to 24 DS-0s	Up to 48 DS-0s	Up to 72 DS-0s	Up to 96 DS-0s	Over 96 DS-0s
Manitoba	MTS CRTC 24001, Item 3000(3)(D)(2)				

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

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

**5. CCS7 Interconnection**

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

<b>STP, Each Port Connection</b>	
<b>Territory</b>	<b>Monthly Rate (\$)</b>
<b>Manitoba</b>	

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

<b>Administration Charge</b>	
<b>Territory</b>	<b>Rate (\$)</b>
<b>Manitoba</b>	

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

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

6. Directory Listing

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

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

**ITEM 403. Line-side Access**

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

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

Territory	Per request to activate interconnecting circuits, per location (\$)
Manitoba	MTS CRTC 24001, Item 3000(3)(C)

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

**ITEM 403. Line-side Access**

4. Monthly Charges

1. Link Charge

Link charge	
Territory	Monthly Charge (\$)
Manitoba	MTS CRTC 24001, Item 3000(3)(B)

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

**ITEM 403. Line-side Access – continued**

4. Monthly Charges – continued

2. Access Charge

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

Monthly Charge per DS-0 (\$)								
Territory	Up to 12 DS-0s	Up to 24 DS-0s	Up to 36 DS-0s	Up to 48 DS-0s	Up to 60 DS-0s	Up to 72 DS-0s	Up to 84 DS-0s	More than 84 DS-0s
<b>Manitoba</b>	MTS CRTC 24001, Item 3000(3)(C)							

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

**ITEM 403. Line-side Access – continued**

5. Telephone Numbers

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

6. Charges for Activated Telephone Numbers

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

Territory	Service charge, per request (\$)	Monthly charge, per telephone number (\$)
Manitoba	MTS CRTC 24001, Item 3000(3)(E)	

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

**ITEM 403. Line-side Access – continued**

7. Charges for Reserved Telephone Numbers

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

Territory	Service charge, per request (\$)	Monthly charge, per telephone number (\$)
Manitoba	MTS CRTC 24001, Item 3000(3)(E)	

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

**ITEM 403. Line-side Access - continued**

**8. 100 and 1000 Block Routing**

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

<b>100 and 1000 Block Routing</b>			
<b>Territory</b>	<b>Service charge, per block (\$)</b>	<b>Monthly charge, per block (\$)</b>	<b>Monthly charge, per number (\$)</b>
<b>Manitoba</b>	MTS CRTC 24001 Item 3000(3)(F)	-	MTS CRTC 24001 Item 3000(3)(E)

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

**ITEM 403. Line-side Access – continued**

9. Transfer of Entire NXX

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

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<b>Territory</b>	<b>Service charge, per transfer (\$)</b>
<b>Manitoba</b>	Bell CRTC 7396, Item G15(c)(7)

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**PART E      Other Interconnection Services**

**ITEM 500.    General**

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

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**PART E Other Interconnection Services**

**ITEM 501. Call Routing - Location Routing Number (LRN) Absent**

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

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

Call Routing LRN Absent, per DS-0						
Territory	Line-Side Interconnecting Circuits, per month (\$)	Trunk-side Interconnecting Circuits				
		MF Interconnecting Circuits		CCS7 Interconnecting Circuits		
		One-way, per month (\$)	Two-way, per month (\$)	One-way, per month (\$)	Two-way, per month (\$)	Service Charge (\$)
<b>Manitoba</b>		MTS CRTC 24006, Item 115(4)(E)				MTS CRTC 24006, Item 115(4)(E)

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**PART E Other Interconnection Services**

**ITEM 502. Port-Out Cancellation Charge**

1. This charge applies to the cancellation of a pending request to port a telephone number from Provincial Tel to a LEC or WSP in excess of 10% of the total number of valid telephone number porting requests issued by the LEC or WSP in a calendar month, where valid porting requests are those that have been accepted and provisioned. Port-out cancellations that arise due to a subsequent decision from the customer, as indicated by a valid More Recent Authorization received by Provincial Tel, or that are attributable to other factors under the control of Provincial Tel, 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.
2. If a LEC or WSP submits a Local Service Request on behalf of a customer, and another LEC or WSP submits another Local Service Request with More Recent Authorization on behalf of the same customer, the cancellation of the first Local Service Request will not be included in the port-out cancellation total that is attributed to the LEC or WSP.
3. A port order cancellation will not be included in the port-out cancellation total that is attributed to the LEC or WSP, if:
  - a customer informs Provincial Tel that the customer wishes to remain with Provincial Tel, rather than proceed with an approved number port to a competitor; and
  - the approved number port to a competitor has not already been cancelled by Provincial Tel after a 7-day period following the due date of the request.
4. Charge:

<b>Territory</b>	<b>Service charge, per request (\$)</b>
<b>Manitoba</b>	Bell CRTC 7516, Item 115(4)(f) Bell Aliant CRTC 21562, Item 115(4)(f)

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**PART E Other Interconnection Services**

**ITEM 503. 9-1-1 Emergency Response Service (ERS)**

**1. Definitions**

For the purpose of this tariff item, the following terms have the meanings as defined below:

**"9-1-1 database"** is the database operated by the 9-1-1 service provider that provides selective routing information based on ANI, ALI, and SAG information.

**"9-1-1 service provider"** is the ILEC that provides 9-1-1 emergency response service to the local authority pursuant to a tariff and/or agreement. The 9-1-1 service provider's tariff and/or agreement makes access to 9-1-1 emergency calling available to the ILEC's end-users located within the serving area.

**"ALI" or "automatic location identification"** is a database feature that displays to call answer centres and ERAs address/location data with respect to the telephone line from which the 9-1-1 call originates.

**"ANI" or "automatic number identification"** is a database feature that displays the telephone number from which the 9-1-1 call originates.

**"Call answer centre"** is the first point of reception for all 9-1-1 calls in its serving area. It is a communications facility that is open 24 hours a day, 365 days a year, and is responsible for redirecting or transferring emergency calls to ERAs.

**"Call control"** is a set of features that allow the 9-1-1 operator to maintain control of the 9-1-1 call regardless of calling-party action.

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

**"End-user"** is the ultimate purchaser of telecommunications services provided on a retail basis by a telecommunications service provider.

**"ERA" or "emergency response agency"** is the communication centre to which emergency calls are transferred from a call answer centre. ERAs normally refer to the fire, police, and ambulance agencies responsible for dispatching emergency personnel.

**"ESZ" or "emergency service zone"** is a defined area consisting of a specific combination of municipality, law enforcement, fire, emergency medical and call answer centre coverage areas.

**"Exchange service"** is any local telecommunications service offered by Provincial Tel to its end-users.

**"Local authority"** is a municipality, provincial government, or any other authority responsible for operating the call answer centre.

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**PART E Other Interconnection Services**

**ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued**

**1. Definitions - continued**

**"Local subscriber"** is Provincial Tel end-user located within the local authority's boundaries who subscribes to any of Provincial Tel's exchange services.

**"Public safety answering point" or "PSAP":** see "Call answer centre."

**"SAG" or "street address guide"** means the databases that contain street names, address ranges, routing codes (if provided), and other data required to verify street address information which is entered into the 9-1-1 database and which is used for selective routing and transfer.

**"Serving area"** is the area from which 9-1-1 calls will be directed to a particular call answer centre as determined by the local authority.

**2. Service Description**

1. 9-1-1 emergency response service (9-1-1 ERS) is provided under the terms of this tariff, with the cooperation of the 9-1-1 service provider and the local authority, to Provincial Tel's end-users who are connected to Provincial Tel's network by any of Provincial Tel's exchange services. The provision of this service is subject to the availability of suitable facilities. This service provides for the transport of 9-1-1 dialled calls to call answer centres.
2. The service provides Provincial Tel's end-users with 9-1-1 three-digit-dial access to call answer centres serving their communities. Provincial Tel provides its end-users with access to the 9-1-1 code from each of its central offices to provide the service coverage specified by the local authority. Call answer and emergency response services are not provided by Provincial Tel as part of its 9-1-1 ERS.
3. The 9-1-1 call is delivered by the 9-1-1 service provider to a call answer centre operated by the local authority. The attendant at the call answer centre determines the nature of the emergency and forwards the call to the appropriate ERA. The answering attendants at the call answer centres and ERAs are supported by the following special features provided by the 9-1-1 service provider in accordance with its tariffs and agreements:
  1. Selective routing and transfer: The 9-1-1 service provider maintains a central database in its network that will automatically route the 9-1-1 call to a pre-assigned call answer centre based upon the ANI and/or ALI of the telephone line from which the 9-1-1 call originates.
  2. ALI: The 9-1-1 service provider maintains an ALI database.
  3. Integrity Check: This allows the call answer centre to verify that the 9-1-1 access lines to its bureaus are in working order.

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**PART E Other Interconnection Services**

**ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued**

**2. Service Description - continued**

The operation of the selective routing and transfer and ALI features is dependent upon the accuracy of Provincial Tel's records and information received from the local authority and others, such as new street information and boundary changes.

**3. Object**

1. In accordance with the terms and conditions of Provincial Tel's General Tariff, Provincial Tel shall fulfill its obligations under this tariff to make 9-1-1 ERS available to its end-users and shall be bound by the provisions of the tariff, unless a written agreement for the provision of 9-1-1 ERS is executed by Provincial Tel and the local authority.

**4. Conditions of Service**

1. As conditions of providing 9-1-1 ERS, Provincial Tel shall
  1. Make 9-1-1 ERS accessible to all local subscribers in the serving area;
  2. Provide 9-1-1 ERS through the network of the 9-1-1 service provider;
  3. Provide ANI and/or ALI data, routing data, and other necessary data to the 9-1-1 service provider which, in turn, shall provide such data to the call answer centre and ERAs as deemed appropriate by Provincial Tel, the local authority, and the 9-1-1 service provider;
  4. Maintain and update the SAG upon receipt of information provided and validated by the local authority regarding geographic data, including street names, addresses, and the borders of the serving areas and ESZs;
  5. Provide to the local authority at its designated call answer centre, in writing and in advance of offering local exchange services
    1. A telephone number that is accessible 24 hours a day, 7 days a week, for the purpose of reporting trouble with the 9-1-1 emergency calling system, and
    2. A facsimile number and/or alternative address, such as an e-mail address, to deal with problems with local subscribers' information and the SAG, and to update such information as requested; and
  6. Be responsible for any other requirements that are not specifically identified in the tariff and are related to matters of the kind listed in Item 503.4.1.

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**PART E Other Interconnection Services**

**ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued**

**5. Characteristics of Service**

1. 9-1-1 ERS permits the use of features including, but without being limited to, ANI and/or ALI, selective routing and transfer, and call control features. The availability and reliability of these features depend on the following:
  1. The terminal systems and the operating mode selected for the call answer centre and ERAs;
  2. The type of exchange service and the equipment and/or telephone systems from which 9-1-1 calls originate;
  3. The accuracy of the data, which itself is dependent upon the information provided by various sources (Provincial Tel, the local authority, the 9-1-1 service provider, other telecommunications carriers, Provincial Tel's end-users, etc.); and
  4. The characteristics and reliability of the 9-1-1 service provided by the 9-1-1 service provider, to the extent that Provincial Tel's participation in the provision of 9-1-1 ERS is dependent upon the 9-1-1 service provided by the 9-1-1 service provider.

**6. Confidentiality**

1. Any information provided by Provincial Tel to the local authority, its employees, servants, agents, and/or co-contractors pertaining to the design, development, implementation, operation, and maintenance of 9-1-1 ERS is confidential and shall be provided only to those persons who need to know the information for the purposes of providing 9-1-1 ERS.
2. Provincial Tel provides to the 9-1-1 service provider, for the operation of 9-1-1 ERS, the name, telephone number, class of service, and service location shown on Provincial Tel's ANI and ALI records as the address for Provincial Tel exchange services. Provincial Tel provides this information for all of its end-users. The 9-1-1 service provider in turn provides this information, and when required, the class of service, to the local authority when a 9-1-1 call is placed by one of Provincial Tel's end-users. The class of service and the service location, if it differs from the listed address, are provided on a confidential basis to the 9-1-1 service provider and, in turn, to the local authority for the sole purpose of responding to 9-1-1 emergency calls.

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**PART E Other Interconnection Services**

**ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued**

**6. Confidentiality - continued**

3. The information consisting of names, addresses, and telephone numbers of Provincial Tel's end-users whose listings are not published in directories or listed in directory assistance records is confidential. The party calling 9-1-1 waives the right to privacy under any of Provincial Tel's tariffs or agreements to the extent that the name, location, and telephone number associated with the originating telephone are furnished to the local authority operating a call answer centre.
4. Provincial Tel shall abide by all applicable legislation in effect with respect to the protection of privacy.

**7. Quality of 9-1-1 ERS**

1. Provincial Tel shall install and operate 9-1-1 ERS in a manner that meets quality standards generally accepted in North America for such services. The following are examples of the content of quality standards generally accepted in North America:
  1. Average of 0.1% blocking within the network;
  2. Diverse telephone networking capabilities;
  3. Updated ANI and/or ALI records in the 9-1-1 service provider's database; and
  4. Special call control features, such as bureau hold, emergency ringback, calling party disconnect signal, and forced disconnect.
2. Provincial Tel agrees to restore service as quickly as possible on a priority basis should there be any interruption, delay, mistake, or defect in its transmission or in its network facilities.

**8. Implementation**

1. The implementation of 9-1-1 ERS within the serving area shall be carried out pursuant to an implementation schedule to be mutually agreed on by Provincial Tel, the local authority, and the 9-1-1 service provider (the Parties). The implementation schedule may be changed by agreement of the Parties.

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**PART E      Other Interconnection Services**

**ITEM 503.    9-1-1 Emergency Response Service (ERS) - continued**

**9. Limitation of Liability**

1. Provincial Tel's liability for the performance of its obligations pursuant to this tariff shall be subject to and governed by Provincial Tel's General Tariff Item # 102 –Terms of Service.
2. Provincial Tel shall, during the term of this tariff, maintain sufficient insurance to cover its obligations under this tariff and shall provide evidence of same to the local authority, or, if Provincial Tel is self-insured, provide satisfactory evidence to the local authority that Provincial Tel is and will be, at all relevant times, in a position to successfully meet its monetary obligations stemming from liability under this tariff.

**10. Force Majeure**

1. Provincial Tel shall not be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes, and, generally, as a result of any event that is beyond Provincial Tel's reasonable control.
2. The local authority may designate a back-up call answer centre to which 9-1-1 calls will be directed if the primary call answer centre is unable to accept the calls for any reason.
3. Provincial Tel shall, in the event of a disaster or force majeure, co-operate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.
4. The costs required to provide temporary replacement service shall be borne by Provincial Tel in accordance with Provincial Tel's obligations as indicated in Item 503.4 of this tariff.

**11. 9-1-1 Municipal Charges**

1. Upon request from the local authority, Provincial Tel will provide a billing and collection arrangement for local authorities participating in 9-1-1 ERS (billing and collection service) so that, subject to Item 503.11.6, it collects 9-1-1 municipal charges on behalf of the local authority monthly from its end-users for each of its exchange services.
2. Provincial Tel provides 9-1-1 municipal charges billing and collection service on the basis that Provincial Tel is given the local authority's accounts receivable for the 9-1-1 municipal charges for an amount equivalent to their full value, less a discount on the billed charges and less those charges that Provincial Tel's end-users have specifically and expressly refused to pay.

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**PART E Other Interconnection Services**

**ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued**

**11. 9-1-1 Municipal Charges - continued**

3. The 9-1-1 municipal charges billing and collection service is provided under the terms of this tariff and/or a billing and collection agreement that the local authority has entered into with Provincial Tel.
4. The 9-1-1 municipal charges billing and collection service is provided subject to the availability of suitable facilities.
5. Provincial Tel cannot suspend or terminate the provision of any of its exchange services to its end-users solely for the non-payment of these charges.
6. Notwithstanding Item 503.11.1, Provincial Tel may decide not to bill 9-1-1 municipal charges to its end-users or to bill only a portion of the municipal charges; however, Provincial Tel shall make any payments contemplated in Item 503.11.2 as if the municipal charges had been billed by Provincial Tel to its end-users.

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