

**Hay Communications Co-operative Limited
(Hay Communications)**

ACCESS SERVICES TARIFF

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

Explanation of Symbols

The following symbols are used in this Tariff and have meanings as shown:

A	Increase in rate or charge
C	Change in wording
D	Discontinued rate or regulation
F	Reformatting of existing material with no change to rate or charge
M	Matter moved from its previous location
N	New wording, rate or charge
R	Reduction in rate or charge
S	Reissued matter

Abbreviations of Companies Names

The following companies names are used in this Tariff and have meanings as shown:

Bell	Bell Canada
Bell Aliant	Bell Aliant Regional Communications, Limited Partnership

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PART A Definitions and General Terms

ITEM 100. General

This Tariff sets out the rates, terms and conditions that apply to the provision by Hay Communications 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 Hay Communications to Hay Communications’ end-customers or to resellers of Hay Communications local services.

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

Unless otherwise specified in the Tariff, where rates are listed by ILEC operating territory, Hay Communications 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).

“**affiliate**” means any person that controls or is controlled by Hay Communications or that is controlled by the same person that controls Hay Communications and includes a related person. A person is “related” to another if (i) it either holds, either directly or indirectly, at least a 20% interest in, or any options to acquire at least a 20% interest in, any of the capital, assets, property, profits, earnings, revenues or royalties of the other, or (ii) any third party holds, directly or indirectly, at least a 20% interest in, or any options to acquire at least a 20% interest in, any of the capital, assets, property, profits, earnings, revenues or royalties of each of the persons.

“**ANI**” means automatic number identification.

“**bill and keep trunks**” are facilities connecting the networks of two LECs within the same exchange, the costs of which are shared in accordance with Decision 97-8.

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

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

“**circuit group**” means a group of equivalent circuits.

“**CLEC-IXC Agreement**” means the form of agreement approved by the CRTC governing interconnection between a CLEC and an IXC entitled “Master Agreement for CLEC-IXC Interconnection”.

“**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.

“**Competitive Local Exchange Carrier or CLEC**” is a Canadian carrier, as defined in section 2 of the Act, recognized as a CLEC by the CRTC pursuant to Decision 97-8.

“**competitive pay telephone service provider**” means a person that provides competitive pay telephone service for use by the general public.

“**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

“**data service**” means a telecommunications service other than a voice service.

“**dedicated service**” means a telecommunications service that is dedicated to the private communications needs of an end-customer, where one end of the facility used to provide the service is terminated at equipment dedicated to that end-customer.

“**digital transmission**” is a telecommunications transmission that uses non-continuous signals to transmit information.

“**direct access line or DAL**” means a network arrangement used to transmit traffic over a dedicated facility between an IXSP’s interexchange network and an end-customer’s premises.

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

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

“**EAS transport**” means the delivery by a LEC of traffic originating in one exchange and terminating in another exchange with which the first exchange has EAS or a similar arrangement pursuant to ILEC tariffs.

“**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.

“**extended area service or EAS**” means a service offered by ILECs enabling a customer within an exchange to make calls to another exchange without the application of long distance charges.

“**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.

“**in-band signalling**” means signalling which is carried along the same channel that is carrying the information content of the transmission.

“**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 Hay Communications’ facilities to provide access to Hay Communications’ 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

“interexchange reseller or IX reseller” is a reseller that provides interexchange service.

“interexchange service or IX service” means a service or facility configured to operate between any two exchanges for which ILECs would apply long distance charges, including an international service or facility.

“IX service provider or IXSP” is an IXC or IX reseller.

“joint-use basis” means on a basis where a circuit is not dedicated to the use of a single end-customer.

“LEC” is a local exchange carrier.

“local interconnection region or LIR” is a geographic area specified by an ILEC within which traffic is exchanged with CLECs on a Bill and Keep basis as specified in Telecom Decision CRTC 2004-46.

“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.

“local number portability or LNP” enables an end-customer to retain the same telephone number when changing from one LEC to another LEC as service provider within the same exchange.

“local routing number or LRN” is a ten-digit routing number which identifies the terminating switch for a ported number.

“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).

“out-of-band signalling” means signalling that is separated from the channel carrying the information content.

“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 Hay Communications as its gateway for purposes of interconnecting to Telecommunications Providers in an exchange.

PART A Definitions and General Terms

ITEM 101. Definitions - continued

“**ported numbers**” are those telephone numbers formerly associated with a particular LEC and now associated with a different LEC.

“**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 Hay Communications 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 Hay Communications and includes a LEC, an IXSP and a WSP operating in the same exchange as Hay Communications.

“**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 Hay Communications’ 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 Hay Communications and Telecommunications Providers in connection with the interconnection services provided under this Tariff.

1. General

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

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 Hay Communications 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 Hay Communications 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 Hay Communications does not provide service on an application by a Telecommunications Provider, it must provide written explanation upon request.

4. Hay Communications' Facilities

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

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

5. Hay Communications' Right to Enter Premises

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

6. Deposits and Alternatives

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

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

6. Deposits and Alternatives - continued

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

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

8. Non-Disclosure of Confidential Information

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

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 Hay Communications' facilities, Hay Communications' 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 Hay Communications is advised of the problem. However, where the problem is occasioned by Hay Communications' negligence, Hay Communications is also liable for the amount calculated in accordance with Item 102.10.2.

10. Limitation of Hay Communications' Liability

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

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

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

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 Hay Communications' 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 Hay Communications' Tariffs or an agreement between Hay Communications 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 Hay Communications. Installation work is considered to have started when the Telecommunications Provider has advised Hay Communications to proceed, and Hay Communications 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.

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 Hay Communications 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, Hay Communications 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 Hay Communications' interconnection services of equal or greater value to the cancelled interconnection service.

16. Hay Communications-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. Hay Communications 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 Hay Communications 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 Hay Communications with reasonable entry and access in conformity with Item 102.5.1;
 5. uses or permits others to use any of [the Company's/ LEC'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 Hay Communications pursuant to Item 102.11.4.
3. Hay Communications 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 Hay Communications does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

16. Hay Communications-Initiated Suspension or Termination of Service - continued

4. Prior to suspension or termination, Hay Communications 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, Hay Communications 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, Hay Communications 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 Hay Communications 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 Hay Communications 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 Hay Communications.
9. In the case of interconnection services that have been suspended, unless suspension occurs during the minimum contract period, Hay Communications must make a daily pro rata allowance based on the monthly charge for such interconnection services.

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

16. Hay Communications-Initiated Suspension or Termination of Service - continued

10. Hay Communications 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, Hay Communications 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 Hay Communications, 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 Hay Communications 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 Hay Communications 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 Hay Communications 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, Hay Communications may assess a late-payment charge, which provides for administration and carrying charges related to accounts that are owed to Hay Communications and are in arrears. The late-payment charge applies when Hay Communications 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.hay.net.

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 Hay Communications and those of Telecommunications Providers that are LECs. A LEC that wishes to interconnect with Hay Communications must also enter into an interconnection agreement with Hay Communications in the form of the MALI.

Interconnection between Hay Communications and a LEC will be made via Execulink Telecom Inc. The interconnection services provided to LECs under this Part, including the exchange of the minimum set of CCS7 message types will be carried out by Execulink Telecom Inc. pursuant to Execulink Telecom Inc's Tariffs.

PART B Interconnection with Local Exchange Carriers (LECs)

ITEM 201. Basic Listing Interchange File

1. Basic Listing Interchange File (“BLIF”) service is offered by Hay Communications 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 Hay Communications’ end-customers, listed and intended to be listed in the LEC’s directories and directory assistance databases. Hay Communications 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 Hay Communications in accordance with the terms and conditions contained in the BLIF Agreement, including the limitation of Hay Communications’ liability. A LEC, an independent directory publisher or an alternate operator service provider who obtains Hay Communications’ 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 Hay Communications’ serving area is available on an exchange basis. A listing of the exchanges served by Hay Communications 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.

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 Hay Communications at least 90 days in advance of the effective date of any such termination. Hay Communications 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 Hay Communications describing the nature of the default.
10. In the event of termination, any amounts due to Hay Communications 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 Hay Communications for BLIF Masters and BLIF Updates as defined in the BLIF Agreement:

Each BLIF Master and/or Update, per listing	
Territory	(\$)
Ontario/Quebec¹	Bell CRTC 7516, Item 310(4) Bell Aliant CRTC 21562, Item 310(4)

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 300. General

This Part governs the provision of interconnection services associated with facilities and services of Hay Communications and those of Telecommunications Providers that are IXSPs. An interexchange carrier ("IXC") that wishes to interconnect with Hay Communications must also enter into an interconnection agreement with Hay Communications in the form of the IXC Agreement.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 301. Terms and Conditions Applicable to Interconnection with IXSPs

1. Hay Communications 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 Hay Communications via the ILEC where suitable ILEC facilities exist.
2. Equal Access
 1. Equal Access is available to IXSPs in Hay Communications' serving areas.
 2. Equal Access is available from any local reseller that is an affiliate of Hay Communications to IXSPs that subscribe to interconnection services from Hay Communications.
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 Hay Communications 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 Hay Communications. Hay Communications shall provide the IX reseller with a copy of the CLEC-IXC Agreement.

4. As a condition for network interconnection with Hay Communications:
 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. Hay Communications 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. Hay Communications 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 Hay Communications' own requirements.

PART C Interconnection with Interexchange Service Providers (IXSPs)

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

6. When Hay Communications 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 Hay Communications, at no charge, adequate equipment space and electrical power.
7. The IXSP will also furnish or arrange to furnish to Hay Communications, 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 Hay Communications 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 Hay Communications, except IXSPs that resell Hay Communications' 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 Hay Communications of such filing.
11. Network Changes
 1. Hay Communications 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. Hay Communications 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. Hay Communications' shall not be responsible to an IXSP or its customers for any equipment or facilities which cease to be compatible with Hay Communications' equipment or facilities or become inoperative because of such changes to Hay Communications' equipment or facilities.
 3. Hay Communications' will provide the IXSP with advance notice of changes to Hay Communications' equipment or facilities that may affect the IXSP's interconnection with Hay Communications' 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 Hay Communications', materially affect Hay Communications' operation, interconnection services or network, without the prior consent of Hay Communications', which shall not unreasonably be withheld.

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 Hay Communications with advance notice of changes to the IXSP's equipment or facilities that may affect Hay Communications' interconnection with the IXSP in accordance with applicable CRTC requirements.

12. Network Outages

1. Hay Communications will provide the IXSP with the earliest possible notice of all network outages affecting the operation of the IXSP's equipment or facilities.
2. Hay Communications 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 Hay Communications' reasonable control. Nothing in this paragraph shall extend the liability of Hay Communications 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 Hay Communications, shall not:

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

14. If such characteristics or methods of operation are not in accordance with Item 301.12, Hay Communications 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 Hay Communications 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.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 302. Trunk-side Access

1. Feature Group D Interconnecting Circuits

1. Trunk-side access permits the interconnection of facilities to enable the interchange of traffic between Hay Communications and the IXSP, and can be configured for Feature Group D (FGD).
2. FGD interconnection enables the IXSP to offer end-customers access to its services by dialling directly (1+, 0+, 011+, 00- or 01+) or for casual access (10XXX or 10XXXX).
3. Trunk-side access is provided through FGD interconnecting circuits that may, subject to the availability of suitable facilities:
 1. be connected using Access Tandem (AT) Connection or Direct Connection (DC); and
 2. use MF or CCS7 signalling.
4. The facilities used for trunk-side access may be provided by Hay Communications or any Telecommunications Provider.
5. The order processing charges specified below apply for each DS-0 Set used as FGD interconnecting circuits. A “DS-0 Set” means a group of FGD DS-0s within the same DS-1 connected at the same location and ordered at the same time.

Feature Group D Interconnecting Circuits		
Territory	Inward Order, each DS-0 Set (\$)	Change Order, each DS-0 Set (\$)
Ontario/Quebec ¹	Bell CRTC 7516, Item 40(1)(g)(1) Bell Aliant CRTC 21562, Item 40(1)(g)(1)	

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 302. Trunk-side Access – continued

2. Switching and Aggregation

1. Hay Communications offers switching and aggregation service to IXSPs comprised of switching, transport and signalling functions at the originating or terminating end of a call, including, subject to availability:
 1. hardware answer supervision;
 2. delivery of calling line identification.
2. When an IXSP requests trunk-side access, a switching and aggregation charge applies to each conversation minute of originating or terminating traffic exchanged. This charge is derived by multiplying the charge based on total elapsed carrier connect time by the connect time to conversation minutes ratio.
3. When an IXSP requests Access Tandem Connection, the switching and aggregation charge is comprised of the combined Direct Connection and Access Tandem Connection charges listed below:
4. Charges:

Switching and Aggregation Charges						
Territory	Rate Based on Connect Time (\$)		Connect Time to Conversation Minutes Ratio		Charge Based on Conversation Minutes (\$)	
	Direct Connection	Access Tandem	Direct Connection	Access Tandem	Direct Connection	Access Tandem
Ontario/Quebec ¹	Bell CRTC 7516, Item 40(4)(d) Bell Aliant CRTC 21562, Item 40(4)(d)					

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 302. Trunk-side Access - continued

3. Primary Interexchange Carrier (PIC) Processing

1. Trunk-side access with FGD enables the IXSP to offer its end-customers access to its services by direct dialling. Such access is enabled by identifying the IXSP as the end-customer's PIC. PIC selections may be specified in respect of Hay Communications' end-customer network access services ("NAS") that provide direct-dialled voice access to the PSTN. A list of specific eligible services is included in the PIC/CARE Access Customer Handbook (the "Handbook") described in Item 302.4.3. Charges associated with each of the PIC processing activities described below are set out in Item 302.4.8.
2. At least 60 calendar days before an IXSP wishes PIC processing to begin, the IXSP must establish a PIC processing account with Hay Communications. When establishing the PIC processing account, the IXSP must provide its Customer Account Record Exchange (CARE) Profile. The CARE Profile form is provided in the Handbook and requires the IXSP to identify specified PIC processing parameters and options.

Subsequent changes to the IXSP's parameters and options must be provided to Hay Communications in writing at least 30 calendar days before the requested effective date of the change.

3. Hay Communications will provide each IXSP that establishes a PIC processing account with 2 copies of the Handbook. The Handbook contains standards and procedures for the processing of PIC transactions between Hay Communications and the IXSP.
4. Hay Communications will apply a PIC processing charge to the IXSP selected by an end-customer for establishing or changing a PIC selection in respect of that end-customer's NAS. Changes include adding new or additional NAS, end-customer moves and end-customer initiated telephone number changes.
5. In the case of PIC selection changes that are disputed by the end-customer or an IXSP on behalf of the end-customer, the end-customer's PIC selection will be reinstated to the previous PIC. The IXSP must then provide evidence of end-customer authorization as described in Schedule 4 of the CLEC-IXC Agreement. If such end-customer authorization is not provided within 15 business days from the date of the request from Hay Communications, the IXSP will be deemed to have requested an unauthorized PIC change. In addition to the unauthorized PIC change charge set out below, the PIC processing charge set out below and associated with Item 302.4.4 is assessed to the IXSP that requested an unauthorized PIC change to cover the reinstatement of the unauthorized PIC to the previous PIC selection.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 302. Trunk-side Access - continued

3. Primary Interexchange Carrier (PIC) Processing - continued

6. To enable the IXSP to validate or place PIC subscription orders at the working telephone number level, the IXSP may request and obtain from Hay Communications a detailed record transaction in CARE format of all working telephone numbers subscribed to a specific billing telephone number (“BTN”).
7. To enable the IXSP to perform reconciliation between the IXSP's billing records and Hay Communications’ PIC database, the IXSP may request a verification record from Hay Communications.
8. The PIC processing service charges described in Items 302.4.2 and 302.4.3 set out below apply at the rate established for the territory where interconnection first occurs. The remaining PIC processing service charges apply at the rates set out below for each territory where Hay Communications and the IXSP interconnect.

Primary Interexchange Carrier (PIC) Processing							
Territory	Account Set-up per PIC processing account (\$) Item 302.4.2	Changes to CARE profile, per request (\$) Item 302.4.2	Handbook, each additional copy (\$) Item 302.4.3	PIC Processing, per NAS (\$) Item 302.4.4	Unauthorized PIC Change, per NAS (\$) Item 302.4.5	BTN Detail per working telephone number provided (\$) Item 302.4.6	Verification of record per NAS (\$) Item 302.4.7
Ontario/Quebec¹	Bell CRTC 7516, Item 40(5)(h) Bell Aliant CRTC 21562, Item 40(5)(h)						

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 302. Trunk-side Access - continued

4. Carrier Network Profile Change

1. Hay Communications will implement the network and translation options selected by the IXSP at the time of the IXSP’s initial order for trunk-side access. The IXSP will indicate its selections by completing a carrier profile questionnaire (“CPQ”) in respect of each carrier identification code (“CIC”) used.
2. The following service charges will apply in respect of changes requested by the IXSP to its CPQ at any time subsequent to the initial programming in Hay Communications’ switch. The service charges apply to each switch in which modifications are required due to an IXSP’s change request.

Carrier Network Profile Change Charge (\$)				
Territory	International Calling	Abbreviated Dialling No. 1	Pre-subscription Indication	Flexible ANI
Ontario/Quebec ¹	Bell CRTC 7516, Item 40(7)(c) Bell Aliant CRTC 21562, Item 40(7)(c)			

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 303. Network Announcements for Customers of Disconnected IXSPs with Trunk-side Access

1. This service provides for a network announcement to be activated when an IXSP with trunk-side access is disconnected from Hay Communications' network or otherwise ceases to provide its end-customers with access to interexchange services. Hay Communications will route all calls destined for the network of the disconnected IXSP to a recorded announcement. The announcement will inform end-customers that the IXSP is no longer in service and direct such end-customers to contact another IXSP to establish service. The announcement will also provide instructions for making interexchange calls using casual calling.
2. The announcement creation fee specified below applies to each IXSP upon the provision of its CARE Profile for the creation of the announcement capability in respect of that IXSP.
3. In addition, each time an IXSP with trunk-side access is disconnected from Hay Communications' network, or otherwise ceases to provide its end-customers with access to interexchange services, the announcement activation charge specified below is assessed to each remaining IXSP having provided to Hay Communications its CARE Profile for that ILEC operating territory, on the date that the announcement is activated.

Network Announcements for Customers of Disconnected IXSPs with Trunk-Side Access		
Territory	Once only announcement creation fee (\$)	Announcement activation charge, each occurrence (\$)
Ontario/Quebec ¹	Bell CRTC 7516, Item 80(1)(c) Bell Aliant CRTC 21562, Item 80(1)(c)	

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 304. Bulk Transfer of End-Customer Base Between IXSPs

1. This service is intended for situations such as acquisitions or mergers in which one IXSP with trunk side access (the “acquiring IXSP”) acquires the equal access end-customer base of another IXSP (the “original IXSP”). The acquiring IXSP can request Hay Communications to convert the end-customers’ PIC selections from the original IXSP to the acquiring IXSP on a bulk transfer basis. Before Hay Communications will process the requested transfer, the acquiring IXSP must provide Hay Communications with documentation of the original IXSP's agreement to the bulk transfer of its end-customer base.
2. The acquiring IXSP must request a bulk transfer of an original IXSP’s end-customer base from Hay Communications in advance of the proposed transfer date. The advance notice required by Hay Communications and the specific timing of the transfer will vary depending upon the size and nature of the end-customer base to be transferred.
3. Charges for processing a request for a bulk transfer of another IXSP's end-customer base are assessed to the acquiring IXSP. The charges consist of a basic charge per request and a variable charge per NAS.
4. Charges

Territory	Basic Charge, each request (\$)	Variable Charge, each NAS (\$)
Ontario/Quebec ¹	Bell CRTC 7516, Item 85(1)(d) Bell Aliant CRTC 21562, Item 85(1)(d)	

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

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 Hay Communications and the IXSP or its agent, Hay Communications 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 Hay Communications from the IXSP which are associated with eligible services provided by the IXSP to end-customers who also maintain accounts with Hay Communications 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 Hay Communications 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 Hay Communications, if necessary, and the revised tax amounts will be billed;
 3. answering of end-customer questions regarding charges billed by Hay Communications 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 Hay Communications.
3. Hay Communications' billing and collection service may be provided to the IXSP either by Hay Communications or by its agent.
4. Hay Communications 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.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 305. Billing and Collection Service - continued

1. Accounts receivable management discount

Territory	Discount (%)
Ontario/Quebec ¹	Bell CRTC 7516, Item 42(3)(b) Bell Aliant CRTC 21562, Item 42(3)(b)

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 305. Billing and Collection Service - continued

2. Processing charge per account receivable (“AR”)

Territory	AR returned prior to billing (\$)	AR billed to an end-customer (\$)	AR returned or charged back to IXSP after billing (\$)
Ontario/Quebec ¹	Bell CRTC 7516, Item 42(3)(d) Bell Aliant CRTC 21562, Item 42(3)(d)		

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 400. General

This Part governs the provision of interconnection services associated with facilities and services of Hay Communications and those of Telecommunications Providers that are WSPs. A Telecommunications Provider that owns or operates transmission facilities as a WSP and wishes to interconnect with Hay Communications must be authorized by Industry Canada to provide public mobile radio service in those areas where interconnection is requested and must also sign an interconnection agreement with Hay Communications. Where a WSP provides a competitive interexchange service, the terms, conditions, rates and charges specified in Part C of this Tariff shall apply.

PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 401. Terms and Conditions Applicable to Interconnection with WSPs

1. Hay Communications 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. Hay Communications 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. Hay Communications 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 Hay Communications and taking account of Hay Communications' own requirements.
4. When Hay Communications 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 Hay Communications, at no charge, adequate equipment space and electrical power.
5. The WSP will also furnish or arrange to furnish to Hay Communications, 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 Hay Communications' equipment or facilities shall comply with industry accepted guidelines.
7. Network Changes
 1. Hay Communications 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. Hay Communications 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. Hay Communications shall not be responsible to a WSP or its customers for any equipment or facilities which cease to be compatible with Hay Communications' equipment or facilities or become inoperative because of such changes to Hay Communications' equipment or facilities.
 3. Hay Communications will provide the WSP with advance notice of changes to Hay Communications' equipment or facilities that may affect the WSP's interconnection with Hay Communications in accordance with applicable CRTC requirements.

PART D Interconnection with Wireless Service Providers (WSPs)

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

8. Network Outages

Hay Communications 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 Hay Communications' reasonable control. Nothing in this paragraph shall extend the liability of Hay Communications 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 Hay Communications' circuits, equipment or facilities, shall not:

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

10. If such characteristics or methods of operation are not in accordance with Item 401.9, Hay Communications 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 Hay Communications 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 Hay Communications' 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 Hay Communications pursuant to this Part. The WSP shall be the sole point of contact with Hay Communications in respect of the equipment, facilities or services provided, including for the purpose of making trouble reports.

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 Hay Communications 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 Hay Communications 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.

Trunk-Side Access Service Charges		
Territory	Order Processing, each DS-0 Set (\$)	Activation or change, each DS-0 (\$)
Ontario/Quebec¹	Bell CRTC 7396, Item G15(c)(2)(f) and (g) Bell Aliant CRTC 21563, Item G15(c)(2)(f) and (g)	

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

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 Hay Communications' 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 Hay Communications' POI.

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
Ontario/Quebec ³	Bell CRTC 7396, Item G15(c)(2) Bell Aliant CRTC 21563, Item G15(c)(2)				

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

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

ITEM 402. Trunk-side Access - continued

5. Directory Listing

Hay Communications 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 Hay Communications by the LEC providing the directory will be payable by the WSP to Hay Communications.

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 Hay Communications 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 Hay Communications 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 (\$)
Ontario/Quebec ¹	Bell CRTC 7396, Item G15(b)(5)(i) Bell Aliant CRTC 21563, Item G15(b)(5)(i)

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

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

ITEM 403. Line-side Access

4. Monthly Charges

1. Link Charge

Link charge	
Territory	Monthly Charge (\$)
Ontario/Quebec ¹	Bell CRTC 7396, Item G15(b)(4)(a) Bell Aliant CRTC 21563, Item G15(b)(4)(a)

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

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 Hay Communications' 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 Hay Communications' 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
Ontario/Quebec ¹	Bell CRTC 7396, Item G15(b)(5) Bell Aliant CRTC 21563, Item G15(b)(5)							

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

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. Hay Communications 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. Hay Communications does not provide a directory listing in respect of telephone numbers reserved or activated on behalf of a WSP. Hay Communications 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 Hay Communications by the LEC providing the directory will be payable by the WSP to Hay Communications.

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 (\$)
Ontario/Quebec ¹	Bell CRTC 7396, Item G15(b)(1)(a)(1) Bell Aliant CRTC 21563, Item G15(b)(1)(a)(1)	

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

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 (\$)
Ontario/Quebec ¹	Bell CRTC 7396, Item G15(b)(1)(a)(2) Bell Aliant CRTC 21563, Item G15(b)(1)(a)(2)	

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

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 Hay Communications 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.

100 and 1000 Block Routing			
Territory	Service charge, per block (\$)	Monthly charge, per block (\$)	Monthly charge, per number (\$)
Ontario/Quebec¹	Bell CRTC 7396 Item G15(c)(6) Bell Aliant CRTC 21563 Item G15(c)(6)	Bell CRTC 7396 Item G15(c)(6) Bell Aliant CRTC 21563 Item G15(c)(6)	Bell CRTC 7396 Item G15(b)(1)(a)(2) Bell Aliant CRTC 21563 Item G15(b)(1)(a)(2)

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

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

ITEM 403. Line-side Access – continued

9. Transfer of Entire NXX

On request, Hay Communications 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 Hay Communications' switch to the WSP's switch.

Territory	Service charge, per transfer (\$)
Ontario/Quebec ¹	Bell CRTC 7396, Item G15(c)(7) Bell Aliant CRTC 21563, Item G15(c)(7)

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.