

CO-LOCATION ARRANGEMENTS

1. GENERAL

Co-location is an arrangement which provides for access to and use of certain central office building (central office) space, associated power and environmental conditioning to locate the Interconnecting Carrier's (IC's) transmission equipment and fibre facilities from a point outside the Company's central office to an identified Point of Termination/Demarcation within the Company's central office for the purpose of interconnecting with the Company's services.

Co-location arrangements will be provided in central office buildings where appropriate space and facilities are available as determined by the Company.

The Co-Location provides for the following:

- (a) a licence to use Company conduit/riser space for the placement of the IC's fibre optic cable from a point outside the central office into the central office vault and from the vault to the IC's transmission equipment in the central office;
- (b) a licence to use central office floor space for the placement of the IC's transmission equipment to interconnect with Company services; and
- (c) provision of appropriate electrical power and environmental conditioning to operate the IC's transmission equipment.

Central office space is provided on the basis of both physical and virtual co-location agreements as defined in Item 2.

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2. DEFINITIONS

- 2.01 "Interconnecting Carrier (IC)" refers to an Interconnecting Carrier who is duly registered with the CRTC and who has signed an Interconnection Agreement with the Company. For purposes of this tariff Section, IC also refers to:
- 2.02 "a DSL Service Provider (DSLSP)", who is a provider of Digital Subscriber Line based applications, such as high-speed internet access and Local Area Network extensions, to the public for compensation that is not operating as a CLEC and has signed a Central Office License Agreement (COLA) with the Company.
- 2.03 "Point of Termination/Demarcation" refers to the point of connection where a Company-provided cable interconnects with the IC's Transmission Equipment.
- 2.04 "Transmission Equipment" refers to any equipment necessary for interconnection or access to unbundled network components, regardless of whether such equipment includes a switching or routing functionality, provided the equipment meets Canadian Standards Association (CSA) and Telcordia (formerly Bellcore) standards, is not a host switch and is not included on the list of ineligible co-location equipment.
- 2.05 "IC to IC Cross-Interconnection Link" refers to the arrangement by which a co-located IC is able to connect to the facilities of a second IC co-located in the same central office.
- 2.06 "Physical Co-Location" is available in two configurations:
- a) "Type 1 Co-Location" provides the IC with segregated floor space and secure access to that space within the Company central office with floor space segregated from that occupied by the Company, for the location of the IC's Transmission Equipment. Access to this area by the IC's personnel or contractor, who have been approved by the Company, is permitted without a Company escort where secure access arrangements are in place. If at any time it is not possible to provide a secure access arrangement into the segregated floor space the Company reserves the right to provide an escort at no charge for the IC's personnel or contractor.
 - b) "Type 2 Co-Location" provides the IC with unsegregated floor space within the central office for the purpose of locating the IC's Transmission Equipment. Access to this area by the IC's personnel or contractor, who have been approved by the Company, is permitted without a Company escort where. The Company reserves the right to provide an escort at no charge for the IC's personnel or contractor
 - c) Notwithstanding subsections (a) and (b) of this Item 2.06, where access to the IC's Transmission Equipment in the central office is not segregated from the Company's retail business office the Company may require escorted access to the central office for the IC's personnel or contractor at no charge for the IC's personnel or contractor.

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2.07 "Virtual Co-Location" provides unsegregated floor space within the central office for the purpose of locating the IC's Transmission Equipment. The transmission facilities provided from the entrance manhole to the Point of Termination/Demarcation in the central office and the Transmission Equipment located in the central office must be provided by the IC and must be leased to the Company for a nominal amount. Access to this area by the IC's personnel or contractor, who have been approved by the Company, is allowed for the purpose of periodic inspections of its equipment and facilities. In those instances, the Company reserves the right to provide an escort at no charge for the IC's personnel or contractor. The installation, maintenance and repair of the IC's Transmission Equipment and fibre facilities from the nearest manhole, designated by the Company, up to the Transmission Equipment on which it is to be terminated, are the responsibility of the Company.

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2.08 "Adjacent Co-location" is an alternative to Physical and Virtual co-location. It is a controlled environmental structure in a location adjacent to the Company's central office and within its property line, such as a central office parking lot, for the purpose of locating the IC's transmission equipment. This type of co-location is only available where feasible and where central office space is exhausted and includes the provision of transmission facilities provided from the central office to the point of termination/demarcation in the structure provided for the IC.

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3. TERMS AND CONDITIONS

- 3.01 Co-location is provided under the terms and conditions defined in this item and in a Central Office Licence Agreement (the Agreement) between the Company and the Interconnecting Carrier.
- 3.02 Co-location is offered only where appropriate floor space, facilities and necessary resources are available after the current and future needs of the Company are taken into account. These facilities and resources include, for example, adequate entrance ducts, riser space, and power. Requests for Co-location will be accommodated on a first-come, first-served basis, based on the date of a completed application for co-location.
- 3.03 Physical and Virtual Co-location will be offered where appropriate floor space, facilities and necessary resources are available in the central office in question. Where Physical Co-location is offered, the IC may request, at its option, Type 1 or Type 2 Physical Co-location.
- 3.04 In situations where central office space is exhausted and where it is feasible, Adjacent Co-location will be offered as an alternative to Physical and Virtual co-location. Adjacent co-location is negotiated between the ILEC and the IC on a case-by-case basis.
- 3.05 The IC has overall responsibility for monitoring the performance of all facilities and equipment on the IC's side of the Point of Termination/Demarcation. The Company does not assume responsibility for the design, engineering, testing, or performance of the end-to-end services operated or offered by the IC. In order to ensure that the Company's operational guidelines and installation, equipment, transmission, electrical, labour and safety standards or codes and any other conditions specified in the COLA are maintained, the Company upon reasonable notice, has the right to inspect the IC's installation of equipment and facilities and to make subsequent and periodic inspections of the IC's equipment and facilities and to ensure compliance when required.
- 3.06 The IC is responsible for providing the fibre facility from its Point of Presence or other location to a point outside the Company central office, designated by the Company. This point is usually at or near the entrance manhole (the last manhole before the central office).
- 3.07 The IC is also responsible for providing the fibre facility from the point outside the central office, designated by the Company, which is usually at or near the entrance manhole, up to the Transmission Equipment on which it is to be terminated.
- 3.08 The Company reserves the right to install the IC's cable between the entrance manhole and the cable vault and from the vault to the Point of Termination/Demarcation in the central office at the rates specified in Item 4.15.

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3.09 Where permitted by the Company, the IC's personnel or contractor, who have been approved by the Company, is responsible for pulling the IC's fibre cable into the duct between the manhole and the cable vault and riser and for splicing the fibre where required. When requested by the IC, the Company will provide an escort for the IC's personnel or contractor at rates and charges specified in Item 4.15.

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Circumstances in which an IC may request a company provided escort include: 1) to escort IC personnel or contractors who have not been approved for unescorted access by the Company or accompanied by Company approved IC personnel, or 2) for reasons of health, safety or network protection during special operations.

3.10 The IC provided equipment that is permitted in the central office is limited to Transmission Equipment as defined in Item 2.04. This Transmission Equipment must interconnect with the Company's service(s) in accordance with transmission rates and other applicable standards associated with those services in that central office.

3.11 The co-located IC, after interconnecting its Transmission Equipment with the Company's facilities, is permitted to connect to the Transmission Equipment of another IC co-located in the same Company premises via an IC to IC cross-connection. In co-locating the Transmission Equipment in the Company premises, the IC shall ensure that the primary purpose of co-location is to interconnect with the Company's facilities. The Company reserves the right to require the IC to demonstrate that the capacity dedicated to interconnection with the Company's facilities is greater than that dedicated to IC to IC cross-connection.

3.12 The Company provides the IC to IC Cross-Interconnection Link necessary to interconnect two ICs co-located in the same central office at rates and charges specified in Item 4.15.

3.13 ICs are required to meet all standards, regulatory requirements, Company operating procedures and requirements, safety and labour codes and security standards as specified by the Company in the COLA.

3.14 The Company is not liable for any act or omission on the part of the IC or its employees, agents or contractors arising from or associated with the furnishing of service by the IC to its customers.

3.15 ICs are responsible for providing equipment spares and any training costs required for installation and maintenance of co-located equipment when such installation and maintenance are provided by the Company or its contractor.

3.16 When requested, the Company will provide a second cable entrance for the IC's cable into the central office where such second entrance exists and where capacity is available. In this instance, charges in accordance with Item 4.15 will apply.

3.17 The Company will offer both Physical and Virtual Co-Location arrangements in the same central office where appropriate space and facilities are available as determined by the Company.

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4. RATES AND CHARGES

- 4.01 A monthly rate applies for the lease of conduit/riser space used for the placement of the IC's fibre optic cable as specified in Item 4.15.
- 4.02 A service order charge applies and provides for the processing of the service order associated with a request for co-location. The service order charge will be applied to each request for a new co-location arrangement or for any changes or additions to existing co-location arrangements. Refer to Item 4.15 for this non-recurring charge.
- 4.03 An application charge per requested location applies and provides for preliminary work needed to determine whether co-location can be provided to meet the IC's request. See Item 4.15 for this non-recurring charge.
- 4.04 A project management fee applies and provides for all associated administration, design and engineering tasks required to accommodate an IC's request for co-location. This fee is based on the costs incurred as specified in Item 4.15.
- 4.05 A site preparation fee applies for Type 2 Co-Location (unsegregated space). This fee includes such items as preconditioning, additional riser and cable racking to accommodate the IC in the central office. The fee is based on the costs incurred as specified in Item 4.15 and will be quoted to the IC.
- 4.06 The IC is responsible for any costs incurred by the Company to prepare the central office and surrounding areas for the installation of the IC's Transmission Equipment. Costs may include, but are not limited to, such items as preconditioning of central office space and/or equipment, cabling or wiring requirements where required. The non-recurring charges, where applicable, will be estimated and quoted in advance and charged based upon the costs incurred to accommodate the IC's equipment. See Item 4.15. | C |
- 4.07 The Company is responsible for the installation and maintenance of the IC to IC Cross-Interconnection Link between two ICs co-located in the same central office.
- 4.08 A monthly rate applies for the IC to IC Cross-Interconnection Link between two ICs in the same central office as specified in Item 4.15.
- 4.09 Work performed by the Company to provide the IC to IC Cross-Interconnection Link shall be performed under tariffs applicable to co-location installation and maintenance as specified in Item 4.15.
- 4.10 The IC will bear all construction/design costs incurred and committed to by the Company from the date of a request to the date of the cancellation of the request should the IC cancel its request for co-location prior to implementation.
- 4.11 The Company provides the electrical power necessary to operate the IC's Transmission Equipment at the rates and charges specified in Item 4.15. In addition, a power delivery charge applies as specified in Item 4.15.

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4.12 Type 1 Co-Location

- (a) In Type 1 Co-Location, the installation and maintenance of the IC's Transmission Equipment will be performed by the IC's personnel or contractor, who has been approved by the Company, in accordance with Company operational guidelines.
- (b) The ICs requesting Type 1 Co-Location will be accommodated on a first-come, first-served basis, based on the date of application for co-location, in increments of one sq. metre to a maximum of 20 sq. metres per central office location. However, where a Type 1 co-locator has exhausted the initial 20 sq. metres, additional space may be acquired, in increments of one sq. metre, subject to space being available. The Company reserves the right to determine the shape and specific location of the central office floor space provided. Refer to Item 4.15 for rates and charges.
- (c) A construction fee applies for any central office modifications required to enable the Company to provide Type 1 Co-Location. This fee covers the costs of building modifications which are necessitated by the provision of Type 1 Co-Location to all ICs in a particular central office. The first IC to obtain Type 1 Co-Location at a specific central office will be charged all of the costs to modify that specific central office. If more than one IC obtains co-location service at a specific central office at the same time, the costs will be shared equally. If, within a period of 60 months of the Type 1 Co-Location by the first IC, additional ICs obtain Type 1 Co-Location at the same central office, they will be charged a proportionate share of the initial costs and this recovered amount will be reimbursed equally to the IC(s) with Type 1 Co-Location already in that central office. The construction fee may include, but is not limited to costs for such items as perimeter walls, additional riser requirements, lighting and environmental conditioning, and securing Company property in the central office. The issuance of an invoice to the additional IC for its proportional share of the common costs, the associated payment terms and conditions, the reimbursement to the existing ICs and the notification to the existing ICs of additional ICs in the central office, will be in accordance with Telecom Decision CRTC 2002-5.
- (d) The fee will be determined based on the costs incurred as specified in Item 4.15.
- (e) In addition, a second construction fee applies to install a secured enclosure (such as a cage) when requested by the IC. The fee for this element will also be determined by the Company on a cost incurred basis and will be quoted to the IC as specified in Item 4.15.

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4.13 Type 2 Co-Location

- (a) Type 2 Co-Location provides for the following:
 - (i) the installation, maintenance and repair of the IC's Transmission Equipment will be performed by the Company or its contractor. Such installation, maintenance and repair will be provided in response to IC requests; or
 - (ii) the installation, maintenance and repair of the IC provided Transmission Equipment will be provided by the IC's personnel or contractor, who have been approved by the Company, subject to Company operational procedures and guidelines. The Company reserves the right to provide an escort at no charge during these activities, except for those circumstances specified in Item 3.09, where escorted access is required.
- (b) The IC has overall responsibility for the performance of its facilities and equipment, including responsibility for remote surveillance, diagnostics and sectionalisation of trouble.
- (c) The Company reserves the right to limit the available floor space assigned to each IC in each central office location where Type 2 Co-Location is offered.
- (d) Those ICs requesting Type 2 Co-Location will also be accommodated on a first-come, first-served basis, based on the date of application for Co-location.
- (e) The monthly rate applies for each 2.3 m high by .6m wide IC provided equipment bay installed and reserved. Refer to Item 4.15 for rates and charges.

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4.14 Virtual Co-Location

- (f) Under a virtual arrangement, the installation, maintenance and repair of the IC's Transmission Equipment and fibre facilities from the manhole nearest the central office, as determined by the Company, to the Point of Termination/Demarcation in the central office must be performed by the Company or its contractor. Such installation, maintenance and repair will be provided in response to IC requests. Refer to Item 4.15 for rates and charges.
- (g) Those ICs requesting Virtual Co-Location will also be accommodated on a first-come, first-served basis, based on the date of a completed application for co-location.
- (h) A monthly rate applies for each 2.3 m high by .6 m wide IC provided equipment bay installed and reserved. Refer to Item 4.15 for rates and charges.
- (i) The Company is responsible for installing the IC's cable between the nearest manhole and the cable vault and from the vault to the Point of Termination/Demarcation in the central office at the rates specified in Item 4.15.
- (j) The Company reserves the right to limit the available floor space assigned to each IC in each central office location where Virtual Co-Location is offered.
- (k) Under a Virtual Co-Location arrangement, the IC has overall responsibility for the performance of its facilities and equipment, including responsibility for remote surveillance diagnostics and sectionalisation of trouble.
- (l) The IC must meet all terms and conditions of co-location as determined in this Item and the COLA between the Company and the IC.

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4.01 The Company's rates and charges are as follows:

	<u>MRC (\$)</u>	<u>SC (\$)</u>
Service Order Charge (per order per central office)	–	185.00
Entrance Conduit (per metre or fraction of each cable)	0.16	–
Floor Space (sq. metre of unsegregated or segregated space)	29.50	–
Power Consumption (per fuse amp)		
(a) 48 Volt DC	(a) 16.00	–
(b) 120 Volt AC	(b) 10.00	–
(c) 120 Volt AC (generator back up)	(c) 11.15	–
Riser Space (per metre per cable)	.40	–
Application Charge (per request per central office)	–	1,270.00
IC to IC Cross-Interconnection Link	60.00	N/A
Power Delivery (Notes 3, 4, 5)	–	(see Note 1)
Project Management Fee (per central office) (Notes 3, 4, 5)	–	(see Note 1)
Construction Fee (bldg, modification) (Notes 3, 4, 5)	–	(see Note 1)
Construction Fee (enclosure) (Notes 3, 4, 5)	–	(see Note 1)
Site Preparation Fee (Notes 3, 4, 5)	–	(see Note 1)
Installation/Maintenance (Notes 3, 4, 5)	–	(see Note 1, 2)
Cable Pulling/Splicing (Notes 3, 4, 5)	–	(see Note 1, 2)
Escort (Notes 3, 4, 5, 6)	–	(see Note 1, 2)

Note 1: The charges are based on costs incurred.

Note 2: Premium rates as specified in the COLA apply for custom response times.

Note 3: For the first hour or fraction thereof of work performed during normal working hours an hourly labour rate of \$80.00 applies.

Note 4: For each additional 15 minutes or fraction thereof, a charge of \$20.00 applies.

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- Note 5:** For work done on a call-out basis entirely outside of normal working hours, a minimum charge of 2 hours of labour time at \$115.00 per hour plus 1 hour of regular time at \$80.00 applies.
- Note 6:** Charges apply whenever an IC requests a Company provided escort for IC personnel or contractors in accordance with Item 3.

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