

SPECIAL SERVICES

Item
706

INTERCONNECTION WITH THE EQUIPMENT AND FACILITIES OF TELESAT CANADA

(N)

1. General

- (a) In this Tariff "Telesat" means Telesat Canada.
- (b) This Item, pursuant to Telecom Letter Decision CRTC 89-10, provides for the connection of Company-provided equipment and facilities with those of Telesat for use by Telesat in providing service or facilities to their customers. This Item prescribes the terms and conditions relating to such connection or use by Telesat and their customers, including the restrictions, protections and terms of compensation applicable to such connection or use.
- (c) Insofar as reasonably applicable and not inconsistent with this Item, the Company's Tariffs, 3001 through 3009 including any amendments thereto or replacements thereof, extend and apply to this Item. The Company's Terms of Service, Tariff 3001, Section I including any amendments thereto or replacements thereof, apply with such modifications, as the circumstances require.
- (d) Upon request, and subject to the conditions set out in this Item, the Company will provide connections to Telesat for the purpose of furnishing data service, voice service, or both, on condition that the request sufficiently specifies the type of connection, the name and address of the Telesat customer where required for installation or billing purposes and the proposed location and technical requirements of the requested connections.
- (e) The provision of such connections as set forth in the Item does not constitute a joint undertaking with Telesat in the furnishing of any service.
- (f) In the furnishing of such connections the Company is not responsible to the customers of Telesat for end-to-end service.
- (g) Telesat is considered to be the Company's customer with regard to the connections provided under this Item.
- (h) Charges for message toll service provided through any connections furnished to Telesat will be billed to and be payable by Telesat's customer. For such message toll service, Telesat's customer will be deemed to be the Company's customer.
- (i) The Company does not make any representation that its equipment and facilities are adapted or will remain adapted for use in connection with Telesat-provided equipment and facilities.

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1. General (cont'd)

- (j) Telesat will furnish or arrange to furnish to the Company, at no charge, adequate equipment space and electrical power required by the Company to provide the connections under this Item at Telesat premises, or at their customer's premises, as appropriate.
- (k) The Company reserves the right to change in whole, or in part, the design, function, operation or layout of its equipment, apparatus, lines, circuits or devices as it considers necessary. The Company shall not be responsible to Telesat or their customers for any of their equipment, apparatus, lines, circuits, or devices, either in whole or in part, which cease to be compatible with the Company's facilities or become inoperative because of such changes to the Company's equipment, apparatus, lines, circuits or devices. The Company will, however, provide Telesat with 3 months advance notice of minor changes and one year advance notice of major changes to the design, function, operation or layout of its equipment, apparatus, lines, circuits or devices.
- (l) Telesat will furnish or arrange to furnish to the Company, at no charge, any additional facilities or protective apparatus as required because of the particular use or hazardous locations of the connections.
- (m) Where a connection is furnished by the Company to Telesat under this Item, the following conditions shall apply:
 - i) The operating characteristics of any equipment or communication system provided by Telesat or by their customer shall be such as not to interfere with any of the services offered by the Company;
 - ii) The equipment or system provided by Telesat or by their customer shall not endanger the safety of Company employees or the public; shall not damage or interfere with the proper functioning of the Company's equipment or facilities; and shall not impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's service;
 - iii) Upon notice from the Company that the equipment or system provided by Telesat or by their customers is causing or is likely to cause such hazard or interference, Telesat shall take such steps as shall be necessary to remove or prevent such hazard or interference; and
 - iv) In the case of customer-provided equipment or facilities, the interface with the Company's equipment or facilities shall comply with General Tariff 3001, Section 8

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(N)

2. Definitions

In this Item:

Circuit means one or more facilities which, connected in tandem, provide a single transmission path between two or more points.

Type 1T Connection means the connection of a circuit owned or leased by Telesat to the Company's local central-office switching equipment through a circuit owned by the Company.

Type 2T Connection means the connection of a circuit owned or leased by Telesat to a customer's equipment or facilities or a customer's centrex facility which in turn is connected to the Company's central-office switching equipment or to a Company private circuit.

Voice Service means a two-way telecommunications service involving direct real-time voice communications between two or more natural persons, but does not include a service the voice aspect of which is limited to the coordination or setting up of a data service.

Data Service means a telecommunications service other than a voice service.

Customer means a person for whom telecommunications equipment, facilities or service have been provided by Telesat.

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

Supplemental Equipment is that equipment required to provide the functions requested by Telesat to meet Telesat specified design parameters and is in addition to that equipment provided under Tariff 3003.

User means a sharing group or a customer of a reseller using Telesat's telecommunications services for the user's private communications needs.

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(N)

3. Restrictions Upon Use

- (a) Where a Type 1T or Type 2T connection is intended or used for the purpose of providing voice service, the following restrictions apply in addition to any other terms or conditions imposed by Telesat:
- i) the service utilizing such connection shall be limited to the private communications needs of a customer or a user;
 - ii) one end of the transmission circuit provided by Telesat, which is used by the service utilizing such connection, must be terminated at the customer's or user's premises or at a Centrex facility dedicated to the customer or user;
 - iii) the transmission circuit provided by Telesat, which is used by the service utilizing such connection, shall be dedicated to the private use of the customer or the user; and
 - iv) in respect of a Type 1T connection only, the transmission circuit provided by Telesat, which is used by the service utilizing such connection, may not pass through a Telesat or reseller switch between such connection and the customer's or user's premises.
- (b) Where a Type 1 or Type 2T connection is intended or used for the purpose of providing data service, the restrictions in Item 706.3(a) shall be applicable, provided that Telesat may apply to the Commission for an order removing such restrictions on a case-by-case basis where Telesat provides evidence satisfactory to the Commission that:
- i) by reason of the technical, economic or operational characteristics of the service, it is unlikely that the connection will be used significantly for voice service, or that if so used, it is likely that the voice service will be subject to the restrictions in Item 706.3(a);
 - ii) Telesat will take such measures as the Commission may deem appropriate from time to time to ascertain whether or not the connections are being used significantly for voice service, other than as restricted by the terms in Item 706.3(a); and
 - iii) in the event that the connections are being used significantly for voice service other than as restricted by the terms in Item 706.3(a), the restrictions in Item 706.3(a) will be re-imposed in respect of data service.
- (c) Where a Telesat interexchange circuit is connected to a customer's equipment or facility that is also connected to the PSTN, charges shall apply, per Item 706.6, unless connection between the two is precluded and an affidavit to that effect is provided by the subscriber to the telephone company.

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- (a) To the extent that supplemental equipment can be made available with reasonable effort, and is consistent with the Company's normal provision of equipment for its own services and facilities, the Company will provide to Telesat, upon reasonable notice, supplemental equipment to be associated, as required, with Type 1T and Type 2T connections provided under this Item. The Company reserves the right to select and use the appropriate equipment to provide the following, in order to meet specified Telesat requirements:
- i) Signalling Conversion, which is the change in signalling from that received from the signalling output of the terminal or switching equipment to the signalling required;
 - ii) Two-wire to Four-wire Conversion, which is the change in transmission from a single two-way transmission path as received from the output of the terminal or switching equipment to two one-way transmission paths.
 - iii) Voice-frequency Gain, which is the change in the transmission signal level from that received from the output of the terminal or switching equipment to the transmission signal level required.

5. Additional Engineering, Labour and Trouble Reporting

- (a) Additional engineering will be provided at the request of Telesat for engineering consultation to obtain technical advice, which is not related to a specific order.
- (b) Additional labour will be provided at the request of Telesat to meet the following situations:
- i) installation and repair work performed outside of regular working hours;
 - ii) joint testing performed at the time of installation or prior to provision of the Telesat service;
 - iii) standby time to make co-ordinated tests by both the Company and Telesat on a given facility; and
 - iv) other labour as agreed to by the Company and Telesat not included in the above.

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6. Rates, Rentals and Charges

Compensation for the connections provided under this Item will be in accordance with the following:

- (a) Compensation for the Company-provided connections shall be payable by Telesat to the Company.
- (b) The rate group classification for the exchange where the end-point of the service is located shall determine the applicable monthly rates and rentals.
- (c) For a Type 1T Connection the monthly rates provide for a connection to the Company's local central-office switching equipment designated to serve the geographical area in which the Earth Station or Telesat Central Office is located. Where the Type 1T Connection is extended from an exchange other than the exchange in which the Earth Station or Telesat Central Office is located, a monthly inter-exchange distance charge also applies as specified in Tariff 3003. Other rates and charges may also apply for the provision of additional Company-provided equipment or facilities when required by Telesat for the provision of service by Telesat to their customers.
- (d) Where a Type 1T Connection is used for voice or data service which originates or terminates outside the local-service areas specified in Tariff 3009 within which the end-point of the service is located, a monthly contribution charge of \$300.00 per circuit will apply.
- (e) For a Type 2T Connection, where the connection requires the provision by the Company to Telesat of a local channel or an inter-exchange channel, the applicable rentals and charges for the provision of such channel are specified within the Company's Tariff 3003. Where the connection requires the provision by the Company of any other facilities or equipment, appropriate rentals and charges will apply as specified in the Company's tariffs.
- (f) Where a Type 2T Connection is used for voice or data service, which originates or terminates outside the local-service areas specified in Tariff 3009 within which the end-point of the service is located, a monthly contribution charge as calculated under Item 706.6(d) above, applies.

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6. Rates, Rentals and Charges (cont'd)

- (g) Rates for supplemental equipment will be developed on a special assembly basis as required.
- (h) Service charges apply for the provision of one or more units of Supplemental Equipment at each location where such equipment is provided other than at the time of the initial provision of the Type 1T or Type 2T Connection (see General Tariff 3001, Item 302).
- (i) Labour and engineering services supplied will be charged at the standard rates in effect at the time.
- (j) A service charge applies when facility make-up information is specifically requested by Telesat Canada. This charge will be based on actual labour required at standard labour rates in effect at the time.
- (k) Non-recurring service connection charges as per Tariff 3001, Item 302 will apply.