

ITEM
610.16**Co-location Arrangements for Interconnecting Canadian Carriers**

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1. Service Description

Co-location is an arrangement whereby Interconnecting Carriers (ICs) are provided with access to and use of certain SaskTel central office building space, associated power and environmental conditioning for the purpose of locating the IC's transmission equipment and fiber facilities from a point outside of SaskTel's central office to an identified Point of Termination/Demarcation within the central office, for the purpose of interconnecting with SaskTel network facilities or accessing SaskTel unbundled network components.

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

Co-location provides the IC with the following:

- (a) a license to use SaskTel conduit and riser space for the placement of the IC's fiber 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 license to use central office floor space for the placement of the IC's transmission equipment to interconnect with SaskTel services;
- (c) provision of the appropriate electrical power and environmental conditioning to operate the IC's transmission equipment.

Central office space is provided on the basis of both Physical (Type 1 and Type 2) and Virtual Co-location agreements.

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610.16**Co-location Arrangements for Interconnecting Canadian Carriers – Continued**

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2. Definitions – Continued

For the purposes of this Tariff Item:

“*Central Office Building (CO Building)*” refers to the premises which houses SaskTel local switching equipment, and may also house toll switching equipment and co-located competitor transmission equipment.

“*Central Office License Agreement (COLA)*” refers to the co-location agreement between SaskTel and the IC entered into pursuant to this tariff item.

“*Interconnection Carrier*” or “*IC*” refers to an Interconnecting Carrier who is duly registered with the CRTC and who has signed an Interconnection Agreement with the Company. For the purposes of this tariff Item IC also refers to:

“*A Digital Subscriber Line Service Provider (DSLSP)*” who is a provider of Digital Subscriber Line base applications, such as high speed internet access and Local Area Network extensions, to the public for compensation and that is not operating as a CLEC, and has signed a Central Office License Agreement with the company.

“*IC to IC Cross connection Link*” refers to the arrangement by which a co-located IC is able to connect to the facilities of a second co-located IC in the same central office.

“*Point of Termination/Demarcation*” refers to the point of connection where the SaskTel provided cable interconnects with the IC’s transmission equipment.

“*Transmission equipment*” refers to IC-provided equipment which: is necessary for interconnection with SaskTel network facilities or access to SaskTel unbundled network components, with the use of all functions of such equipment, including switching or routing functionality, being permitted under these arrangements:

- is not ineligible pursuant to the equipment lists
- meets all industry standards as referred to in the Central Office License Agreement
- is not a host switch.

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2. Definitions – Continued**Adjacent Co-location**

“*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 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.

Physical Co-location

“*Type 1 Co-location*” provides an IC with floor space segregated from that occupied by SaskTel and secure access to that space within a SaskTel central office, for the location of the IC’s transmission equipment. This may include, where feasible, and if requested by the IC, a secure separate access to the co-location space within the Central Office. Access to this area is permitted to the IC’s personnel or contractor who have been approved by SaskTel.

“*Type 2 Co-location*” provides an IC with unsegregated floor space within the SaskTel central office for the purpose of locating the IC’s transmission equipment. Access to this area is permitted to the IC’s personnel or contractor who have been approved by SaskTel.

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2. Definitions – Continued**Virtual Co-location**

“*Virtual Co-location*” provides an IC with unsegregated floor space within the SaskTel 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 leased to SaskTel for a nominal amount. In response to IC requests, SaskTel is responsible for the installation, maintenance and repair of the IC’s transmission equipment and fibre facilities, up to the transmission equipment on which it is to be terminated.

3. Conditions of Service

1. Co-location is provided under the terms and conditions defined in this Tariff Item and in a Central Office Licence Agreement between the IC and SaskTel.
2. Co-location is offered only where appropriate floor space, facilities and necessary resources are available after SaskTel’s current and future needs are accounted for. These facilities and resources include, for example, adequate entrance ducts, riser space, and power.
3. Requests for co-location will be accommodated on a first-come, first-served basis, based on the date for which SaskTel is in receipt of a completed application for co-location.
4. 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 SaskTel and the IC on a case by case basis.

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3. Conditions of Service – *Continued*

5. The IC provided equipment that is permitted in the central office is limited to transmission equipment as identified in 610.16.2. This Transmission Equipment must interconnect with SaskTel network facilities or access SaskTel unbundled network component in accordance with transmission rates and other applicable standards associated with those services in that Central Office. SaskTel reserves the right to refuse to co-locate equipment which in SaskTel's view is not properly classified as transmission equipment, or is ineligible pursuant to the equipment lists.
6. The IC's transmission equipment must interconnect with SaskTel service(s) in accordance with transmission rates and other applicable standards associated with those services.
7. The primary purpose of co-locating IC transmission equipment must be to connect with SaskTel network facilities or access SaskTel unbundled network components. The co-located IC, after interconnection with SaskTel facilities, may then connect to the transmission equipment of a second IC co-located in the same central office via an IC to IC cross-connection. SaskTel reserves the right to require the IC to demonstrate that the capacity dedicated to connection with SaskTel facilities is greater than that dedicated to IC to IC connections.
8. SaskTel will perform the work to provide an IC to IC cross-connection necessary to interconnect two ICs co-located in the same central office. Charges as specified in the Rates section of this Tariff Item apply.
9. SaskTel will not be 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.

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610.16**Co-location Arrangements for Interconnecting Canadian Carriers – Continued**

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3. Conditions of Service – Continued

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10. 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. SaskTel does not assume responsibility for the design, engineering, testing, or performance of the end-to-end services operated or offered by the IC.
11. ICs are required to meet all standards, including, but not limited to, equipment, transmission, electrical, insurance, regulatory requirements, SaskTel operating procedures, safety codes, labour codes, and security standards provided in this Tariff Item and those contained in the COLA. SaskTel, 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, to ensure the IC complies with the terms and conditions of this Tariff Item and the COLA.
12. 11. The IC is responsible for providing the fiber facility to a point designated by SaskTel, that is outside the central office. This point is usually the last manhole before the central office. The IC is also responsible for providing the fiber facility from the SaskTel-designated point outside the central office to the transmission equipment on which it is to be terminated. SaskTel 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 and charges specified in this Tariff Item.
13. Upon request, SaskTel 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. Rates and charges as identified in this Tariff Item apply.

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3. Conditions of Service – Continued

14. SaskTel will provide the electrical power necessary to operate the IC's transmission equipment. Charges for this service are specified in the Rates section of this Tariff Item.
15. Should an IC cancel its request for co-location prior to implementation, the IC will bear all construction/design costs incurred and committed to by SaskTel, from the date that the request is received by SaskTel, to the date of the cancellation of the request.
16. For Physical co-location arrangements, installation, maintenance and repair of the IC's transmission equipment will be performed by the IC's personnel or contractor, in accordance with the SaskTel operational guidelines and procedures.
17. For Physical Type 2 co-location arrangements, and in response to IC requests, SaskTel may, at its discretion, install, maintain and repair the IC's co-located transmission equipment, under a separate agreement. ICs are responsible for providing equipment spares and any training costs required for the installation and maintenance of the co-located equipment and facilities when SaskTel provides these services to the IC.
18. For all physical co-location arrangements, the IC's designated personnel or contractors may have access to their licensed area and common areas necessary to obtain that access, as designated by SaskTel.

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3. Conditions of Service – Continued

19. SaskTel reserves the right to pull the IC's fibre cable into the duct between the designated manhole, the cable vault and riser, as well as splice the fibre where required. Rates and charges as specified in this Tariff item shall apply.
20. IC requests for Co-location will be accommodated on a first-come, first-served basis, and will be in increments of one sq. metre to a maximum of 20 sq. metres per central office location. However, where a Type I co-locator has exhausted the initial 20 sq. metres, additional Type I space may be acquired, in increments of one sq. metre, subject to space being available. SaskTel reserves the right to determine the shape and specific location of the central office floor space to be provided.
21. Under a Virtual agreement, the installation, maintenance and repair of the IC's transmission equipment and fibre facilities from the manhole nearest the central office, as determined by SaskTel, to the Point of Termination/Demarcation in the central office must be performed by SaskTel or its contractor. Such installation, maintenance and repair will be provided in response to IC requests. The IC is responsible for providing equipment spares and any training costs required for the installation and maintenance of the co-located equipment. The IC is also responsible for the performance of its equipment and facilities, including responsibility for remote surveillance diagnostics and sectionalization of trouble.

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4. Rates

The Customer shall pay to SaskTel the following rates and charges for Co-location Arrangements for Interconnecting Canadian Carriers. Such rates and charges are in addition to any other rates and charges that may be applicable.

1. 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.
2. A monthly rate applies for the lease of conduit/riser space used for the placement of the IC's fibre optic cable.
3. A monthly rate applies per square metre of segregated or unsegregated floor space. For unsegregated arrangements, the monthly rate for one square metre of space applies to each installed or reserved standard equipment bay of 2.3 m high by 0.6m wide.
4. SaskTel will provide the electrical power necessary to operate the IC's transmission equipment at the monthly rates and charges specified in this Tariff item. A power delivery charge, as specified in this Tariff item, also applies.

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4. Rates – Continued

5. 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.
6. A monthly rate, as specified in this Tariff item, applies for the IC to IC Cross-connection Link between two ICs in the same central office.
7. SaskTel is responsible for the installation and maintenance of the IC to IC Cross-connection Link between two ICs co-located in the same central office. Rates and charges pursuant to installation and maintenance, as specified in this Tariff item, shall apply.
8. 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.
9. A construction fee applies for any central office modifications required to enable SaskTel to provide Physical Type 1 Co-location. This fee covers the costs of building modifications which are required to provide Physical Type 1 Co-location to all ICs in a particular central office. The first IC to obtain Physical Type 1 Co-location at a specific central office shall 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 Physical Type 1 Co-location by the first IC, additional ICs obtain Physical Type 1 Co-location at the same central office, they will be charged a proportionate share of the initial costs, and this amount will be reimbursed equally to all ICs with Physical Type 1 Co-location already in that central office. This construction fee applies to common costs only and may include, but is not limited to, costs for such items as perimeter walls, additional riser requirements, lighting and environmental conditioning, and securing SaskTel property within the central office. The fee will be determined based on costs incurred. 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.

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- 4. Rates – Continued** F
10. A second construction fee also applies if the IC requests a secured enclosure, such as a cage. The fee for this element will be determined by SaskTel on a cost incurred basis, and will be quoted to the IC in advance.
11. A site preparation fee applies for Type 2 Co-location (unsegregated space) arrangements. This fee is based on costs incurred and includes such items as preconditioning, additional riser and cable racking to accommodate the IC in the central office.
12. The IC is responsible for any costs incurred by SaskTel to prepare the central office 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 as well as any cabling or wiring requirements. 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.
13. For co-location arrangements where the installation, maintenance and repair of IC transmission equipment is performed by SaskTel or its contractor, rates and charges, as specified in this Tariff item, shall apply. F
14. The IC will bear all construction and design costs incurred and committed by SaskTel from the date that a request is received by SaskTel, to the date of cancellation of the request, should the IC cancel its request for co-location prior to implementation.

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4. Rates – Continued

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15. In addition to the specific construction costs associated with preparing the SaskTel Premises for installation of the IC's Transmission Equipment (or "non-recurring costs" within the meaning of Telecom Decision CRTC 2002-5), a subsequent IC, requesting Type 1 co-location, is responsible for paying a contribution to common costs (within the meaning of Telecom Decision CRTC 2002-5) that may have been incurred by a previous or primary IC (or "primary co-locator") in the SaskTel Premises in question.

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- a. SaskTel will issue invoices to subsequent ICs for common costs no later than 40 days prior to the planned co-location effective date (or Physical Co-location Availability Date as referred to in the Co-location Agreement).
- b. SaskTel will notify the primary co-locator(s) of a subsequent IC's application for Physical Co-location within 10 days after the co-location effective date, being the date the subsequent IC takes possession of the Licensed Area in question (as defined in the Co-location Agreement).
- c. Payment in full of the common costs is due 30 days from the date of the invoice. Where SaskTel issues the invoice at least 40 days prior to the planned co-location effective date, access to the Licensed Area can be withheld from the subsequent IC, with a corresponding delay in the co-location effective date, until payment of common costs is received in full by SaskTel. Late payment charges will not apply where access to the Licensed Area is withheld for non payment.
- d. Where SaskTel issues the invoice for common costs less than 40 days prior to the planned co-location effective date, access to the Licensed Area may not be withheld for non-payment, but late payment charges will apply on overdue accounts as specified in the General Tariff (CRTC 21411), Item 50, General Terms of Service.
- e. In all cases, SaskTel will apply partial payments to common costs first before applying to non-recurring costs, and rebates to primary co-locator(s) are not dependent on payment of non-recurring charges.

- *M-Table moved to page 107.*

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- Note 1:** For the first hour or fraction thereof of work performed during “normal working hours”, an hourly labour rate of \$77.05 applies.
- Note 2:** For each additional 15 minutes or fraction thereof, a charge of \$19.26 applies.
- Note 3:** For work done on a call-out basis entirely outside of normal working hours, a minimum charge of 3 hours applies. The 3 hours of time is made up of one hour of labour at \$77.05 plus 2 hours at \$105.80. Each additional 15 minutes or fraction thereof over the third hour is charged at \$26.45.
- Note 4:** The charges are based on costs incurred.
- Note 5:** For monthly rate, refer to DS-1 link and DS-3 link specified in the item on Digital Network Access.
- Note 6:** For service charges, refer to the item on Link Arrangements for Interconnecting Canadian Carriers.
- Note 7:** The co-location power rates and charges are considered interim pursuant to Telecom Decision CRTC 2003-13, 2003 03 18.

- * Because the Commission has forborne, in Telecom Regulatory Policy CRTC 2009-19, with respect to the regulation of this service as set out in that decision, the company may also provide the service in this tariff at rates and on terms different from the tariffed rates and terms pursuant to an agreement entered into between the company and a competitor that has been filed with the Commission for the public record.

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