

ITEM

405

Business Co-location

ITEM

405.1

Service Description

Business Co-location is an arrangement that provides a Customer with access to and use of certain space in one or more Company Central Offices and associated power and environmental conditioning, in order to locate the Customer's Equipment within such Central Office(s) for the sole purpose of accessing other Company services.

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Business Co-location arrangements are provided on a first-come, first-served basis in Central Offices where appropriate space and facilities are available, as determined by the Company. The Company reserves the right to determine the configuration and specific location of the Central Office space provided.

Business Co-location provides for the following:

1. a license to use space within the Central Office(s) for the placement of the Customer's Equipment in order to interconnect with Company services;
2. the provision of appropriate electrical power and environmental conditioning to operate the Customer's Equipment; and
3. the installation, maintenance and repair of the Customer's Equipment.

Business Co-location may be requested in either Enclosed Space or Non-Enclosed Space.

ITEM
405**Business Co-location - Continued****Definitions**

For the purposes of this Tariff item:

“*Central Office*” means all central office or wire center premises of the Company, exclusive of enclosures designed to house remote line concentration equipment, that provide switching capability, including tandem, access tandem, local central offices, toll offices that house local or toll switches or central offices that provide a wire center or subtending remote wire center. F

“*Co-location Agreement*” means the agreement between the Customer and the Company regarding the provision of Business Co-location pursuant to this Tariff Item. |

“*Co-location Arrangement*” shall have the meaning ascribed to it in the Co-location Agreement.

“*Co-location Effective Date*” shall have the meaning ascribed to it in the Co-location Agreement.

“*Construction Charges*” represent the costs incurred with respect to provisioning a requested Co-location Arrangement, and includes those costs as referred to in Note 5 to Rates, Tariff Item 405.3.

“*Customer*” means a customer of the Company that does not qualify for co-location under the following Company Tariff Items: |

- Alberta: former TCI Carrier Access Tariff (CRTC 18008), Item 250 – Virtual Co-location, or Item 255 – Physical Co-location; or
- British Columbia: TCBC Carrier Access Tariff (CRTC 1017), Item 110 – Co-location Arrangements for Interconnecting Canadian Carriers; |

as such Tariff Items may be modified or replaced, as approved by the CRTC.

ITEM
405**Business Co-location - Continued****Definitions - Continued**

“*Customer’s Equipment*” or “*Equipment*” means equipment owned or leased solely by the Customer that is to be co-located in one or more Central Offices pursuant to this Tariff Item, and:

1. is necessary for interconnection with Company services;
2. is not ineligible pursuant to the equipment lists provided for in Order CRTC 2001-780; and
3. meets all industry technical specifications and standards as provided for in the Co-location Agreement.

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“*Enclosed Space*” means space in the Central Office that is enclosed or partitioned from that occupied by the Company or other third parties (but with common access to the Central Office).

“*Engineering Fee*” represents the cost of carrying out the Costing Work and of preparing the Secondary Report (as those terms are defined in the Co-location Agreement), as further referenced in Rates, Tariff Item 405.3.

“*Non-Enclosed Space*” means space in a Central Office that is not enclosed or partitioned from that occupied by the Company or other third parties.

“*Pre-Engineering Fee*” represents the cost of preparing the Initial Report (as defined in the Co-location Agreement), as further referenced in Rates, Tariff Item 405.3.

“*Service Order Charge*” means the charge that applies in association with the submission of an Application for Co-location (as defined in the Co-location Agreement), as further referenced in Rates, Tariff Item 405.3.

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Conditions of Service

1. Business Co-location is provided under the terms and conditions of this Tariff Item and the Co-location Agreement, and is to be used by the Customer for the sole purpose of accessing Company services. In the event of any express inconsistency between the provisions of this Tariff Item and the Co-location Agreement, the provisions of this Tariff Item shall supersede to the extent of such inconsistency. F
2. The Co-location Agreement Initial Term and any Co-location Arrangement Initial Term shall be for a minimum of one (1) year.
3. Business Co-location is offered only where appropriate space, power, facilities, and other necessary resources are available at the Central Office(s) in question, after the current and future needs of TCI are taken into account. The Company is not obligated to purchase additional land, buildings, plant or equipment, to relinquish floor space or facilities designated for the Company future use, or to undertake new construction to accommodate a request for Business Co-location. The Company shall not be obligated to retain any facilities, equipment or premises for a period longer than demanded by its own service requirements. |
4. Requests for co-location will be accommodated on a first-come, first-served basis, based on the date of the submission of a completed Application for Co-location. A Customer may request, at its option, either Enclosed Space or Non-Enclosed Space within a Central Office. |
5. The Company will indicate, in the Initial Report (as defined in the Co-location Agreement), whether the requested co-location arrangement is available and, if not, propose an alternative arrangement, where available. |
6. Customers are required to comply with all standards, regulatory requirements, Company operating procedures and requirements, health, safety, labour codes and security standards as specified in this Tariff Item or in the Co-location Agreement. |
7. The Equipment that is permitted in the Central Offices is limited to the Equipment as defined in this Tariff Item. Upon request, the Company shall provide the Customer with a list of acceptable equipment, which list may be modified from time to time by the Company. Only equipment identified on such list, or otherwise approved by the Company, shall be permitted for the purposes of co-location. |

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Conditions of Service - Continued

8. Business Co-location will be provided in increments of one (1) square metre to a maximum of twenty (20) square metres per initial request, per Central Office. An existing Customer that has exhausted its initial twenty square metres in a Central Office may acquire additional space in that Central Office, where available, in increments of one square metre, on a first-come, first-served basis.
9. The Company shall carry out the installation, maintenance and repair of the Customer's Equipment, as further provided for in the Co-location Agreement. F
10. The Customer's employees, contractors and agents shall be provided with limited access to the Central Office for the purpose of inspecting the Equipment, as provided for in the Co-location Agreement. Access will be provided under escort, and applicable charges will apply for the provision of an escort.

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Rates

The Customer shall pay to the Company the following rates and charges for Business Co-location, in addition to any other rates and charges that may be applicable (and as further provided for in the Co-location Agreement).

1. Billing of all monthly, or recurring, charges shall commence from the Co-location Effective Date.
2. Business Co-location space is provided at the monthly rate for space which includes the use of the bay space required for the Customer's Equipment and any associated spares, and is charged on a per square metre basis.
3. The Company shall be entitled to require payment in advance of any non-recurring costs, in whole or in part, or the provision of security acceptable to the Company, prior to carrying out any of the work or activities related to such costs.
4. Where the Customer cancels an Application for Co-location at any time, the Customer shall be required to pay to the Company all costs incurred or committed to by the Company as well as all costs associated with any restoration of the Central Office(s), as the case may be.
5. All rates and charges subject to CRTC approval are subject to change, without notice, with effect from the date of approval of such change by the CRTC.

Service Item	Alberta / B.C.	
	Monthly Rate	Service Charge (non-recurring)
1. Service Order Charge (Note 1)	N/A	\$ 145.00
2. Pre-engineering Fee (Note 2)	N/A	\$ 1,200.00
3. Engineering Fee	N/A	(Notes 3, 4)
4. Space (per sq. m.)	\$30.25	N/A
5. Power Consumption (per fused ampere)		
a. 48 Volt DC	\$18.15	N/A
b. 120 Volt AC	\$12.71	N/A
c. 120 Volt AC (generator back-up)	\$14.52	N/A
6. Escort	N/A	(Note 4)
7. Construction Charges	N/A	(Notes 4, 5)

N/A – Not Applicable.

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Rates - Continued

Note 1: the Service Order Charge applies for each Application for Co-location (separate Application for Co-location required for each Central Office location).

Note 2: the Pre-engineering Fee applies for each Application for Co-location, per Central Office location, and represents the cost of preparing the Initial Report (as defined in the Co-location Agreement).

Note 3: the Engineering Fee applies for each Application for Co-location, per Central Office location, and represents the cost of carrying out the Costing Work and of preparing the Secondary Report (as defined in the Co-location Agreement).

Note 4: Labour charges:

- a. Company labour – the Company's labour rates specific to Item 405 customers are per table below; and

Service Item	Alberta	B.C.
Company Engineering Staff, per 15 minutes or fraction thereof		
- Regular Hours §	\$ 32.50	
- Other/Overtime Hours §	\$ 45.00	
Company Non-engineering Staff	Tariff CRTC 18002 Item 1820	Tariff CRTC 1005 Item 111

§ Alberta's Regular Hours are same as those applicable to Tariff CRTC 18002, Item 1820; and B.C.'s are same as specified in Tariff CRTC 1005, Item 111.

- b. Third-party labour - charged at invoiced costs without any mark-up.

Company labour charges also apply whenever a Customer requests a Company-provided escort for the Customer's employees, contractors or agents in accordance with Tariff Item 405.2.10.

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405.3**Rates - Continued**

Note 5: The Customer shall be responsible for all Construction Charges at each Central Office location. Construction Charges represent the costs incurred with respect to provisioning the requested co-location arrangement, and include all associated labour and material costs. Such costs may include, without limitation:

- a. site preconditioning;
- b. building modifications;
- c. environmental conditioning (power, air conditioning, lighting, heating);
- d. increasing the capacity of the Company power plant; F
- e. administration, design, engineering and project management;
- r. enclosures;
- g. security costs (where applicable);
- h. material charges:
 - if Company-provided: charged at a fifty percent (50%) mark-up over the Company's inventoried costs; and |
 - if third party-provided: charged at invoiced costs without any mark-up.
- i. any other direct cost, not included in other rates and charges, incurred by the Company to provision the requested co-location arrangement. |