



Dryden Municipal Telephone System
30 Van Horne Ave
Dryden On, P8N 2A7

January 19, 2005

Mrs. Shirley Soehn
Executive Director
Canadian Radio-Television and
Telecommunications Commission
Ottawa, Ontario
K1A 0N2

AG 0973/00

8340-D3-200500729

RE: Dedicated Services Interconnection and Settlement Agreement

Dear Mrs. Soehn:

Please find two copies of the Dedicated Services Interconnection and Settlement Agreement between Bell Canada and Dryden Municipal Telephone System for the Commission's review and approval.

We have enclosed two copies of the agreement. The first is a confidential copy, filed in confidence with the Commission. The second copy, is the abridged version for the public record.

If there are questions please contact Robert Olenick by telephone at (807) 684-2908, by fax at (807) 623-5324, or by email at rolenick@tbaytel.com.

Respectfully submitted this 19th day of January 2005.

Yours truly,

A handwritten signature in cursive script, appearing to read "Robert Olenick".

Robert Olenick
Regulatory Analyst
On behalf of Dryden MTS

City of Dryden
30 Van Horne Ave.
Dryden Ontario

**DEDICATED SERVICES INTERCONNECTION
AND SETTLEMENT AGREEMENT**

Between

BELL CANADA

and

DRYDEN MUNICIPAL TELEPHONE SYSTEM

**DEDICATED SERVICES INTERCONNECTION
AND SETTLEMENT AGREEMENT**
(hereinafter the "Agreement")

BETWEEN:

BELL CANADA, a business corporation incorporated under the laws of Canada and having a place of business at 110 O'Connor Street, Ottawa, Ontario, K1P 1H1 (hereinafter referred to as "Bell Canada")

-and-

DRYDEN MUNICIPAL TELEPHONE SYSTEM (hereinafter referred to as "DMTS")

WHEREAS DMTS and Bell Canada wish to interconnect their respective telecommunications Systems for the provision of Dedicated Services;

AND WHEREAS DMTS and Bell Canada wish to define the terms and conditions upon which settlements for such services will occur;

NOW THEREFORE the Parties hereto, in consideration of the premises and the mutual covenants contained herein, agree as follows:

**ARTICLE 1.0
DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In this Agreement, including the recitals to this Agreement and the attached Schedules, unless explicitly defined otherwise the following terms shall have the following meanings:

"Act of Insolvency" with respect to a Person, means that such person:

- (i) admits in writing its inability to pay its debts generally as they become due, or does not pay its debts generally as they become due; or
- (ii) files an assignment or a petition in bankruptcy, as the case may be, or a petition to take advantage of any insolvency statute in any relevant jurisdiction; or
- (iii) makes an assignment for the benefit of its creditors; or
- (iv) consents to the appointment of a receiver, administrator, custodial or liquidator of itself, or of the whole, or any substantial part of its property; or
- (v) enters into an arrangement or composition with, or for the benefit of, creditors, generally occurring in circumstances in which it is unable to meet its obligations as they become due; or

- (vi) files a petition or answer seeking reorganization, administration, compromise, adjustment or composition under applicable bankruptcy laws, insolvency laws, restructuring laws or any other similar law or statute; or
- (vii) has been adjudged by a court of competent jurisdiction as bankrupt or insolvent, or a decree or order of a court of competent jurisdiction shall have been entered for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy of it or for the winding up or liquidation of its affairs and such decree or order shall remain in force undischarged or unstayed for a period of one hundred and twenty (120) days.

"Agreement" means this agreement and the Schedules attached hereto from time to time.

"CRTC" means the Canadian Radio-television and Telecommunications Commission.

"Dedicated Services" means private line circuits, sometimes referred to as Group I and Group II circuits (as defined in the 1994 Interconnection Agreement between the Parties – as amended) including without limitation IX Private Line (voice and data). Dedicated Services includes both the facility referred to as IX and the facilities from the Serving Rate Centre to the customer premise, often referred to as access.

"Effective Date" has the meaning set forth in Section 7.1 hereof.

"Interconnection Points" means all interconnection points between DMTS and Bell Canada, as agreed to by the Parties from time to time. (See Schedule 1). These "Interconnection Points" and the V&H (Ring) co-ordinates and distances detailed herein are specific and applicable only to this Agreement and the calculations contemplated.

"Monthly Settlement of Accounts Statement" shall mean the document(s) prepared and exchanged by the Parties which sets out the net settlement payment owing between the Parties for each of the services provided pursuant to this Agreement based on the application of the rates and charges, or the methodologies to calculate rates and charges, set out in the Schedules to this Agreement.

"Other Carriers" means carriers other than Bell Canada and DMTS.

"Party" means Bell Canada or DMTS, as the context dictates and may be used in the plural to mean both Bell Canada and DMTS.

"Schedules" means:

Schedule 1	Points of Interconnection
Schedule 2	Rates
Schedule 3	Service Level Objectives
Schedule 4	Confidentiality Agreement

"Settlement Month" means the calendar month in which the revenues associated with the provision of services have accrued.

"Settlement Year" means the calendar year in which the provision of services have accrued.

"System" means a telecommunications system and includes all land, plant, equipment, software, supplies, buildings, works, rights, franchises, easements, assets and property of every kind owned, held, required or used for the purpose of or in connection with or for the operation of the telecommunications system.

"Term" has the meaning set forth in Section 7.1 hereof.

ARTICLE 2.0 INTERCONNECTION AND USE OF FACILITIES

2.1 Physical Interconnection

Bell Canada and DMTS shall interconnect their respective networks at mutually agreed Interconnection Points as noted in Schedule 1, in order to provide Dedicated Services, in accordance with mutually agreed upon technical standards, performance standards, and with the operating procedures mutually agreed upon by the Parties from time to time.

2.2 Changes in Operations, Services or System

Each Party shall notify the other Party with a three (3) month minimum notice prior to implementing any changes in its operations, services, or Systems which would materially affect the other Party's operations, services or System. The Parties shall use all commercially reasonable efforts to coordinate such changes and support and maintain the interconnection between Bell Canada and DMTS. Except as specifically provided for in this Agreement, either Party may change, in whole or in part, the design, function, operation or layout of its System, or any component of its System, which in its sole discretion it considers necessary or desirable. Each Party shall bear its own costs to modify and maintain its System.

2.3 Interruption, Delay or Degradation of Transmission

Each Party shall advise the other Party, as soon as possible, of any interruption, delay or degradation of transmission arising from any cause occurring within its System that is expected to cause protracted interruption of any or all of the telecommunications services which form the subject matter of this Agreement and its Schedules.

2.4 Service Level Objectives

The Parties agree that the Dedicated Services shall be provided in accordance with the Service Level Objectives set out in Schedule 3 attached hereto.

2.5 Changes to Existing Rate/Wire Centres

The Rate and Wire Centres used in the calculations included in this Agreement will not change for the duration of the Agreement unless mutually agreed to by the Parties.

**ARTICLE 3.0
SCOPE OF AGREEMENT**

3.1 Bell Canada as the Customer

The Parties agree that Bell Canada becomes the customer of record of DMTS for the purpose of provisioning of Dedicated Services. It may happen in isolated instances (e.g., FX lines), when the end-customer will be billed and served by DMTS. In these instances DMTS will be acting on behalf of Bell Canada for billing and collection purposes.

3.2 Preferred Supplier

Bell Canada agrees to retain DMTS as the preferred supplier of facilities when requiring facilities in the serving territories of DMTS. To this extent the Parties agree to maintain the current processes that are in place for the ordering and provisioning of Dedicated Services facilities.

3.3 Self Provision

Notwithstanding Section 3.2 hereof, Bell Canada reserves the right to self provision in the serving territory of DMTS, such right to be exercised at Bell Canada's sole discretion. For greater certainty, in the event Bell Canada chooses to exercise its right to self provision such self provisioning will not constitute a change under Section 2.2 of this Agreement.

**ARTICLE 4.0
RATES**

4.1 Rates in the Initial Year

(#) Filed in confidence with the Commission

4.2 Rates for the Three Year Period 2004-2006 Inclusive

(#) Filed in confidence with the Commission

4.3 Equipment on Access Lines

DMTS shall not invoice Bell Canada for any additional charges to the rates set forth in Schedule 2 to this Agreement with respect to the supply of equipment associated with or required for the delivery of the Dedicated Services. Notwithstanding the foregoing, where equipment is not included in the access rate set out in Schedule 2 attached hereto, the equipment will be supplied by DMTS at rates established by Bell Canada.

4.4 Construction Charges

DMTS shall not invoice Bell Canada for any additional charges for construction related work with respect to the delivery of the Dedicated Services, however, to the extent DMTS requires payment for construction related work, DMTS shall provide Bell Canada with a written detailed description of the charges prior to such construction to commence. Bell Canada shall not be liable for any construction charges which have not received prior approval from Bell Canada.

4.5 Service Charges

Service charges, settled with the DMTS, associated with the installation or removal of circuits and related equipment, will be at Bell Canada established rates.

4.6 Negotiated Rates

The Parties acknowledge that circumstances may arise requiring the Parties to negotiate rates beyond those included in this Agreement, such as in the context of competitive bids or requests for facilities with bandwidth beyond those contemplated herein. In the event the Parties agree to such special rates, such special rates shall be documented between the Parties in accordance with the terms and conditions of this Agreement and filed with the CRTC, as required.

**ARTICLE 5.0
SETTLEMENT OF ACCOUNTS AND BILLING**

5.1 Remittance of Amounts

Each Party shall account to and remit to the other Party amounts (i.e., the monthly accounts) which are due in accordance with this Agreement and/or the Schedules to this Agreement within thirty (30) days of receipt of invoice.

5.2 Use of Proxy Data

In situations where accurate circuit counts, or other data is not readily available, the Parties agree to use the previous month's data on an interim basis until such time as the actual data becomes available.

5.3 Maintenance of Records

DMTS and Bell Canada shall maintain complete and accurate records of all services provided hereunder and all settlement charges payable for such services, which records shall be maintained for a period of one year after the settlement year and shall be subject to inspection and audit by the other Party at all reasonable times upon three (3) working days notice by the other Party. Should a dispute arise regarding the Monthly Settlement of Accounts Statement, each Party will maintain relevant records until the dispute is settled.

5.4 Procedure to Effect Payment of Monthly Settlement of Accounts Statement

The procedure to be followed in effecting payment of the Monthly Settlement of Accounts Statement provided for by this Agreement shall be agreed to by the Parties from time to time.

5.5 Monthly Circuit Counts

When a circuit is added in any calendar month it will be included on the monthly settlement for the full month during which it was added and when a circuit is taken out in any calendar month such circuit will be excluded from the monthly settlement for the full month during which the circuit was taken out. For greater certainty, where a circuit is both added and taken out in the same calendar month it will be included in the monthly account.

5.6 Minimum Contract Period

The minimum contract period for services is one month commencing from the date the Dedicated Service is provided. When a request for Dedicated Service is cancelled before installation work has started no charges will apply. When Dedicated Service is cancelled after installation work has started, but before service has started the compensation will be the lesser of the full charge for the minimum contract period plus the installation charge or the estimated costs incurred in installation less estimated net salvage. The estimated installation costs include the cost of unsalvaged equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labour and supervision, and any disbursements resulting from the installation and removal work.

**ARTICLE 6.0
ADJUSTMENTS TO SETTLEMENT ACCOUNTS**

6.1 Adjustments to Monthly Settlement of Accounts Statement

Each Party to this Agreement shall reserve the right to adjust, claim an adjustment to, or challenge the accuracy of any Monthly Settlement of Accounts Statement concerning recurring services within twelve (12) calendar months from the date of the Monthly Settlement of Accounts Statement. Adjustments will be credited or debited to the date that the error or order activity occurred, to a maximum not to exceed twelve (12) months.

6.2 Adjustments to Non-Recurring Charges

Notwithstanding Section 6.1 hereof, non-recurring charges that should not have been billed or that were overbilled will be credited provided that they are disputed by either party within 150 days of the Monthly Settlement of Accounts Statement.

ARTICLE 7.0
TERM OF AGREEMENT AND TERMINATION

7.1 Term

Subject to obtaining the approval of this Agreement by the CRTC, in accordance with Section 13.1, this Agreement shall be effective from 1 January 2003 (the "Effective Date") to 31 December 2006 (the "Initial Term"). This Agreement shall renew for a one (1) year term (the "Renewal Term") unless either Party provides the other with three (3) months non-renewal written notice prior to the expiration of such initial terms (the Initial Term and Renewal Term to be hereinafter defined as the "Term").

7.2 Termination

Notwithstanding the obligations outlined in Section 7.1, at any time following the first thirty-six (36) months of the Agreement, either Party may terminate the Agreement without cause subject to six (6) months prior written notice. Notwithstanding the above, the Parties agree that in the event that the Parties enter into a new Agreement respecting the subject matter of this Agreement then, unless a Party gives notice to the other Party stating otherwise, this Agreement shall automatically terminate in its entirety upon the new Agreement coming into effect.

7.3 Default

A default shall occur under this Agreement if: (a) in the case of any material breach of this Agreement, a Party fails to cure such breach within thirty (30) days after notice specifying such breach, provided that if the breach is of a nature that cannot be cured within thirty (30) days, a default shall not have occurred so long as such Party has commenced to cure within said time period and thereafter diligently pursues such cure to completion; or (b) a Party commits an Act of Insolvency.

7.4 Remedies for Default

In the event of any default hereunder, the non-defaulting Party may avail itself of one or more of the following remedies: (a) take such actions as it determines, in its sole discretion, necessary to correct the default; (b) terminate this Agreement; and/or (c) pursue any legal remedies it may have under applicable Law.

7.5 Survival of Obligations

In the event of termination of this Agreement pursuant to Articles 7.2, 7.4 or 8.1, neither Party shall be relieved of its respective obligations to pay any money due, payable or accrued under the Agreement, nor of the obligations set out in Articles 8.0, 10.0, 11.0 and 12.0, or other obligations which shall survive by operation of law such termination until such obligations expire in accordance with their terms.

**ARTICLE 8.0
LIMITATION OF LIABILITY**

- 8.1 Neither Party guarantees the uninterrupted working of its System or equipment, nor shall either Party be liable to the other Party for any damages, losses, costs, or expenses, howsoever incurred or suffered resulting from the failure or degradation, from any cause whatsoever, of any of the services provided under this Agreement. Without limiting the generality of the foregoing, in no case will the Party whose System experiences a difficulty, failure or fault which results in a failure to establish service, degradation of service, in-service interruption or loss or distortion of communications, regardless of how long it will last:
- (a) be liable to the other Party for any damages, charges, losses, costs or expenses whatsoever that the other Party may sustain, pay or incur;
 - (b) indemnify or hold harmless the other Party from or against any liabilities, awards, claims, demands, suits, proceedings, actions, causes of action or other claims which may be brought or made against such other Party, or which such other Party may become subject to;

as a result thereof or in connection therewith, whether caused by the negligence, negligent act or omission of such Party or its employees, contractors or agents, or by any other cause whatsoever, whether indemnified or not.

- 8.2 Notwithstanding any other provision of this Agreement, in no event shall either Party be liable to, or pursue a claim against the other for indirect, special, consequential, incidental, economic, or punitive damages including, without limitation, damages arising out of loss of data, lost profits, lost revenue, failure to realize expected savings, cost of capital, cost of purchased or replacement telecommunications services, loss of use or loss of any facilities or property or parts of the Systems owned, operated or used by DMTS or Bell Canada or any other commercial or economic loss of any kind, or any punitive, exemplary, indirect, incidental, consequential or special damages, or any third Party claims or damages or losses incurred by third Parties, even if advised of the possibility of the same, and however and whensoever caused, and whether arising in contract or tort or otherwise.

**ARTICLE 9.0
FORCE MAJEURE**

- 9.1 Except for the payment of outstanding settlement balances, if either Party is delayed in the performance of or is unable to perform any part of its obligations under this Agreement due to an act of God, public enemy, war, terrorist act, civil commotion, riot, strike, labour dispute, walkouts, fire, unavoidable catastrophes, explosion, flood, judicial or governmental order or other requirement by law, unusual delay by common carriers, or circumstances of any kind reasonably beyond the control of such Party, and such Party has used all commercially reasonable efforts to prevent and minimize the impact of such events, then such Party shall be excused from the performance of such obligations to the extent that the performance is prevented, hindered, or delayed by such causes and such Party shall not be liable under this Agreement during the period and to the extent of the inability to perform. Upon the occurrence of any of the events

referred to above, the affected Party shall immediately notify the other of the failure and the extent of any delay or inability to perform its obligations, and shall use its commercially reasonable efforts to remedy the delay or failure to perform as soon as feasibly possible. Notwithstanding the foregoing, the terms of settlement of any strike, labour dispute or lockout shall be wholly in the discretion of such Party, and that Party shall not be required to accede to the demands of its opponents in any strike, lockout or industrial disturbance solely to prevent and minimize the impact of such strike, labour dispute or lockout.

ARTICLE 10.0 DISPUTE RESOLUTION

10.1 Attempted Resolution

The Parties shall attempt to amicably resolve any disagreement or dispute which may arise between them regarding the interpretation, the performance of or the failure to perform under this Agreement.

10.2 Written Description; Meeting

In the event that any disagreement or dispute between the Parties continues for a period greater than sixty (60) days, the following procedures shall be followed by either of the Parties (the "**Initiating Party**") by providing to the other Party (the "**Receiving Party**") a full written description of the Initiating Party's position and the grounds for its disagreement or dispute (the "**Dispute Documentation**") following which:

- (a) the Parties shall meet within five (5) Business Days of the Receiving Party receiving the Dispute Documentation to review the information contained therein;
- (b) the Receiving Party shall, within ten (10) Business Days of receipt of the Dispute Documentation provided by the Initiating Party, provide a written response to the Initiating Party fully describing the Receiving Party's position; and
- (c) in the event that the matter remains unresolved for a further ten (10) Business Days after receipt by the Initiating Party of the information provided by the Receiving Party pursuant to this Article 10, the Parties shall, within a further ten (10) Business Days, arrange for their respective officers responsible for this Agreement to meet to attempt to resolve the dispute.

10.3 Arbitration

In the event that the process in Section 10.2 is followed and the dispute remains unresolved for a further ten (10) Business Days following the meeting of such Parties' respective officers as described in Section 10.2(c), the following procedures shall apply:

- (a) the dispute, shall be settled by arbitration in Ottawa, Ontario in accordance with the *Arbitration Act, 1991*, S.O. 1991, c.17 (Ontario), or such other place and in accordance with such other arbitration legislation as the Parties shall agree;
- (b) such arbitration shall be heard by a panel of three (3) arbitrators;

- (c) subject to Section 10.5 below, each of such Parties to the dispute shall nominate one (1) arbitrator, and the two arbitrators so nominated shall agree on the appointment of a third arbitrator as chairman within ten (10) days of the confirmation of the appointment of the second arbitrator;
- (d) in the event that the arbitrators nominated by the Parties fail to agree on a chairman within the period stated, either Party may apply to the Ontario Court (General Division) pursuant to Article 10 of the *Arbitration Act, 1991*, S.O. 1991, c.17 (Ontario) or such other appropriate court pursuant to the agreed arbitration legislation, as the case may be, for the purpose of appointing a third arbitrator as chairman;
- (e) all arbitrators shall be qualified in law and shall have expertise in commercial law and the telecommunications industry in Canada;
- (f) any monetary award by the arbitration panel shall include interest calculated from the date of initial written description pursuant to Section 10.2 using the current Bank of Canada prime rate plus two percent (2%);
- (g) the decision of the arbitration panel shall be final and binding upon the Parties, and in any event, shall be rendered within one hundred and twenty (120) days of the issuance by the Initiating Party of its Dispute Documentation under Section 10.2; and

notwithstanding anything herein, each of the Parties may at any time seek interim judicial relief against the other Party from any authority having jurisdiction with respect to the subject matter of this Agreement.

10.4 Matters Excluded from Arbitration

For greater certainty, a decision by either Bell Canada or the DMTS to terminate this Agreement in accordance with Section 7.2 hereof shall be excluded from arbitration under this Agreement.

10.5 Other Matters

The Parties recognize that the CRTC may establish a list of qualified arbitrators in telecommunications, and agree to refer to that list in considering a possible arbitrator.

- 10.6** In the absence of a reasonably perceived threat to health or safety, during the entire period of the process to resolve a Dispute under this Section, the Parties will continue to perform their obligations under the Agreement. This Section will survive termination or expiration of the Agreement.

ARTICLE 11.0
NOTICES

11.1 Any notice or other document required or permitted to be given hereunder, other than the exchange of traffic and settlement statements provided pursuant to Article 3.1 of this Agreement, shall be in writing signed by the duly authorized representatives of the Parties, and shall be delivered by hand, including messenger service, by facsimile, email, or by prepaid registered mail as follows:

(a) To Bell Canada:
Attention: General Manager – Interconnect Products and Carrier Services
Bell Carrier Services
110 O'Connor St, Floor 9
Ottawa, Ontario
K1P 1H1
Facsimile: (613) 781-5544
E-Mail: karen.obrien@bell.ca

cc: Legal Counsel
Facsimile: (613) 785-2152
E-Mail: j_p_yves.caron@bell.ca

(b) To Dryden Municipal Telephone System:
Attention: Peter Gillis
General Manager
30 Van Horne Avenue
Dryden, Ontario
P8N 2A7
Facsimile: (807) 223-1109
E-Mail: pgillis@dryden.ca

11.2 The date of receipt of such notice or document shall be the date of delivery, if hand delivered or transmitted by facsimile or by e-mail, or if sent prepaid registered mail shall be deemed to be the tenth (10th) calendar day after the same shall have been mailed, however in the event of a mail strike the latter shall not apply.

ARTICLE 12.0
GENERAL

12.1 The Schedules annexed hereto are incorporated into this Agreement and deemed to be a part hereof and any references to this Agreement shall mean this Agreement including such Schedules. If there is a conflict between the Agreement and the Schedules, the Agreement shall govern, unless the Schedule explicitly states otherwise.

12.2 This Agreement and its application and interpretation will be governed exclusively by the laws prevailing in the Province of Ontario and the federal laws of Canada applicable therein.

12.3 Time is of the essence in the performance of obligations under this Agreement.

- 12.4 In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a business day in Ontario, or Québec, such action shall be required to be taken on the next succeeding day which is a business day in Ontario, or Québec.
- 12.5 Subject to the terms and condition of this Agreement, each Party is an independent contractor in relating to each other Party to this Agreement. No agency, partnership, joint venture, or other joint venture relationship is created by this Agreement.
- 12.6 Nothing in this Agreement shall prejudice the right of Bell Canada or DMTS to enter into similar agreements with other entities not Party to this Agreement.
- 12.7 Nothing in this Agreement shall affect the terms, conditions, rights and obligations which arise from agreements entered into between DMTS and other carriers, or Bell Canada and other carriers.
- 12.8 Neither Party shall assign to any third Party any of its rights or obligations under this Agreement without the prior written consent of the other Party provided that either Party may assign without consent all of its rights and obligations under this Agreement to an affiliate as defined in the *Canadian Business Corporation Act*.
- 12.9 This Agreement and the attached Schedules and any future Schedules that may be added, as mutually agreed to by the Parties, as provided herein, shall constitute the entire Agreement between the Parties hereto with regard to matters dealt with herein. It is understood that the terms and conditions of this Agreement supersede any previous written material and discussions between DMTS and Bell Canada giving rise to this Agreement.
- 12.10 This Agreement shall cancel and supersede, as of the Effective Date, the terms and conditions concerning the provision of and settlement of Group I and Group II circuits outlined in the prior Interconnection Agreement between DMTS and Bell Canada dated the 1st day of January 1994, as amended from time to time. For greater certainty, except with respect to Group I and Group II circuits, the terms and conditions of the Interconnection Agreement, as amended from time to time, and referred to above, shall continue to apply to any other services contemplated therein.
- 12.11 No course of dealing or failure of either Party to enforce any provision of this Agreement shall be construed as a waiver of such provisions or any other rights under this Agreement.
- 12.12 If any Article, section, Schedule or subparagraph, or part thereof, in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect and shall be binding upon the Parties hereto as though the said Article, section, subparagraph, or part thereof, had never been included, providing that the Agreement, as modified, remains operable.
- 12.13 The Parties agree that this Agreement may be executed or amended in counterparts and that the counterparts constitute a complete and valid Agreement.

- 12.14 The Parties agree that this Agreement is subject to a non-disclosure obligation as previously agreed to by the Parties and appended to this Agreement.

**ARTICLE 13.0
REGULATORY APPROVAL**

- 13.1 The Parties agree that the implementation of this Agreement is subject to the Parties obtaining the necessary approval of the CRTC. The Parties shall use all reasonable efforts to obtain necessary approval from the CRTC for this Agreement and its Schedules.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement effective as 1 January 2003.

STOCOM
Signature of authorized Bell Canada
Representative

SALVATORE IACONO

Name

SVP-MARKETING AND CARRIER RELATIONS

Title

Nov 29, 2004
Date

Peter Gillis
Signature of authorized DMTS
Representative

Peter Gillis

Name

General Manager

Title

Dec 22, 2004
Date

POINTS OF INTERCONNECTION
Dryden Municipal Telephone System

(#)

(#) Filed in confidence with the Commission

RATES

(#)

(#) Filed in confidence with the Commission

RATES

(#)

(#) Filed in confidence with the Commission

RATES

(#)

(#) Filed in confidence with the Commission

RATES

(#)

(#) Filed in confidence with the Commission

Installation:

- Orders will normally be provisioned according to the Bell (or mutually agreed upon) standard intervals.
- Where a standard service order interval has not been established, the CSG Business Office or equivalent will negotiate service intervals on an individual case basis. In these instances it is expected that DMTS will provide a best effort to meet the end-customer request date.
- Installation refers to that portion of the provisioning process which starts when an USSO, 879, Circuit Work Order or equivalent is received by DMTS and ends when Bell accepts the data service. Installation includes additions, rearrangements and changes. DMTS will ensure that all portions of the data service are installed properly and that the due date is met. Should any condition jeopardize a due date, DMTS will notify the Bell Carrier Services Group (CSG) Business Office immediately upon realization of this jeopardy condition.

Trouble Repair:

- It is Bell Canada's responsibility to troubleshoot the data circuit and only engage DMTS if the trouble has been isolated to the DMTS portion of the circuit.
- Bell Canada Repair will contact DMTS and will identify the following:
 - End customer
 - 879 circuit number
 - Trouble ticket #
 - Trouble
 - Bell Test Centre contact name and number
- Upon handoff of the trouble, DMTS is expected to action the ticket within 1 hour.
- DMTS will aim for a 4 hour Mean Time To Repair (MTTR) on all repairs. MTTR is measured from the time the trouble is referred to DMTS to the time DMTS closes the trouble ticket with the Bell Test Centre.
- Status of the trouble will be provided to the Bell Test Centre on a request basis. If DMTS determines the trouble will overly prolong the MTTR, then DMTS will identify this to the Test Centre contact along with an estimated time of repair.
- Upon resolution of the trouble, DMTS will immediately call the above Test centre contact to close off the ticket.
- If DMTS detects the trouble first, a best effort is expected of DMTS to resolve the trouble. If necessary, DMTS can engage the appropriate Bell Test Centre.

CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into as of this tenth day of September, 2003, by and between:

Bell Canada, a business corporation incorporated under the laws of Canada having its registered office at the City of Montreal, in the Province of Quebec ("Bell"); and

The Canadian Alliance of Publicly-Owned Telecommunications Systems ("CAPTS"), an association representing 3 small Incumbent Local Exchange Carriers (small ILECS) in the province of Ontario which are connected to Bell.

WHEREAS the Parties, Bell Canada and the CAPTS, have committed to enter into negotiations in an effort to reach an agreement on Network Access arrangements,

WHEREAS the CAPTS has appointed a committee that is authorized to negotiate on behalf of the member companies,

WHEREAS the Parties have expressed a desire to keep the discussions and any future outcome confidential,

WHEREAS the Parties realize that there is a need to disclose to each other information of a confidential nature and therefore the Parties wish to enter into an agreement to protect the confidentiality of such information.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereto, intending to be legally bound, do agree as follows:

1. **CONFIDENTIAL INFORMATION** For the purposes of this Agreement "Confidential Information" shall mean all technical or business information and data, whether oral or written, in whatever media or form, which is directly or indirectly disclosed by the Parties to each other, whether before, on or after the date of execution of this Agreement, in connection with these negotiations.
2. **OBLIGATIONS ARISING FROM DISCLOSURE**. Each Party acknowledge that, unless authorized in writing by the other party, he or she will:
 - (a) use the Confidential Information solely for the purpose of carrying out his or her duties in connection with the negotiations and subject to paragraph 2 (c) below, not disclose the Confidential Information to any person, organization, body, committee, commission, tribunal or any other entity;
 - (b) hold the Confidential Information in confidence;
 - (c) restrict disclosure of the Confidential Information solely to those employees or members of the CAPTS, on a strict need to know basis and to those advisors and consultants on a strict need to know basis and who are bound to maintain such

Confidential Information in confidence pursuant to a Confidentiality Agreement similar to this Agreement, and advise such persons of their obligations of confidentiality with respect to such Confidential Information. Each Party hereby assumes responsibility for any breach of the terms of this Agreement by any person to whom disclosure of Confidential Information is permitted under this Agreement or otherwise. Notwithstanding anything herein, in no event shall either Party disclose Confidential Information to any person who is an employee, officer, director or other representative of any company or organization that Bell can be expected to negotiate Network Access arrangements with or which competes with or has interests which are in conflict with Bell or any of its affiliates including, without limitation any Company or organization and their respective employees who are connected with the negotiations;

- (d) promptly return to the Party, upon its request, or certify as destroyed, the Confidential Information in whatever form and not to make or retain any copy, duplication, facsimile, reproduction or replication of any of the Confidential Information for his or her personal or business use or that of any other party.

3. EQUITABLE REMEDIES

In the event of a breach or threatened breach of any term of this Agreement, Recipient agrees that the harm suffered by Bell would not be compensable by monetary damages alone and, accordingly, that Bell shall, in addition to other available legal or equitable remedies, be entitled to the issuance of immediate injunctive relief, without proof of actual damages, enjoining any breach or threatened breach of Recipient's obligations hereunder.

4. TERMINATION AND SURVIVAL

This Agreement shall terminate on the second anniversary of the date hereof. The Parties acknowledge that, notwithstanding termination of this Agreement and/or the negotiations, all obligations hereunder shall survive with respect to the disclosed Confidential Information.

5. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, excluding that body of law relating to choice of laws. The parties hereto agree that the Courts of the Province of Ontario shall have exclusive jurisdiction in reference to any matters herein. Failure of Bell to insist upon strict adherence to any term of this Agreement on any occasion or the waiver of a breach of this Agreement in any instance shall not deprive Bell of the right thereafter to insist on strict adherence to that term or any other term in this Agreement or be construed as a waiver of any subsequent breach, whether or not similar. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement which shall remain in full force and effect. The CAPTS shall not assign this Agreement, nor may its rights or obligations hereunder be assigned, delegated or otherwise transferred to any third party. Subject to the foregoing, this Agreement shall be

binding upon and inure to the benefit of the undersigned parties, their respective successors, permitted assigns, heirs, administrators and personal and legal representatives. The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation or meaning of this Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the disclosure and use of the Confidential Information and supersedes any prior agreements with respect to such disclosure or use. No modification or addition to this Agreement shall be valid unless made in writing and signed by the parties. This Agreement may be executed in any number of counterparts with the same effect as if the parties signed the same document. All counterparts will be construed together and will constitute one and the same Agreement.

This Agreement may be executed by the parties and transmitted by facsimile transmission and will be for all purposes effective as if the parties executed and delivered one original Agreement.

IN WITNESS WHEREOF, the undersigned have duly signed this Agreement as of the date first written above.

Witness (Name)

Witness (Name)

BELL CANADA

Canadian Alliance of Public Telephone Companies

Name
Title

Name
Title

Date

Date