

ITEM

210 **Wireless Transport Network Service - Lower Mainland and Victoria (B.C. Only)**

ITEM

210.1 **Service Description**

Provides a digital capacity access network for cellular traffic between a customer's cell sites, cell switching and cell switching central office (CO) within designated serving areas.

1. Service Components

- a. CO/HUB Gateway (Gateway): provides Capable Voice Connect Hours (CVCH) from the customer's cell switching central office to the Hemlock CO and from the customer's cell switching site to the Evergreen CO.
- b. Cell Site Connector (Connector): provides CVCH between the customer's cell sites and the Gateway. This component includes backbone network facilities.
- c. Keating/Sidney Extension: surcharge on Connector for cell sites in the Keating and Sidney serving areas.

2. Serving Areas

The serving areas are divided into three regions (Areas) and are as follows:

<u>Area 1</u> (Note 1)	<u>Area 2</u>	<u>Area 3</u>
Alpine	Aldergrove	Albion
Amherst	Beach Grove	Belmont
Castle	Cloverdale	Colquitz
Cypress	Deep Cove	Cordova Bay
Fairfax	Fort Langley	Evergreen (Note 1)
Hemlock	Haney	Keating
Lake City	Ladner	Oak Bay
Mutual	Langley	Sidney
Regent	New Westminster	
Trinity	Newton	
	North Vancouver	
	Pitt Meadows	
	Port Coquitlam (Westwood)	
	Port Moody	
	Richmond	
	Steveston	
	West Vancouver	
	Whalley	

Note 1: Total of Area 1 and Evergreen (located in Area 3) serving areas must include a minimum 30 percent of all Connectors installed as ordered.

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210.2 **Conditions of Service**1. **General**

- a. Minimum Contract Period: 10 years.
- b. After the second anniversary date of service commencement and on an annual basis thereafter for the minimum contract period, the customer may ask for price quotations from other service providers for all of the services provided herein. The customer may ask the Company to match within a 10 percent price range bona fide offers made by such other service providers. If the Company is unable to or unwilling to agree to match any such offering by providing to the customer a proposal giving a net economic benefit for comparable services within 10 percent of that set out in the competing offer, the customer may, upon 90 days prior written notice to Company, elect to terminate this contract and shall pay to Company all amounts due and payable as of the termination date. Any agreed upon rates and charges will be subject to CRTC approval.
- c. At the end of the minimum 10 year contract period, provided the customer is not then in default, the Company shall, subject to CRTC approval, provide to the customer the bandwidth capacity then used by the customer for as long a period as may be required by the customer, subject only to payment to the Company of maintenance fees and operating costs for providing such bandwidth capacity, as reasonably determined by the Company and as specified by the Company at the end of such 10 year period and every two (2) years thereafter, provided that the maximum amount chargeable by the Company for such maintenance fees and operating costs will be based on fair market rates for maintaining and operating similar facilities and equipment of similar age.
- d. In the event of termination of this service prior to the end of the minimum contract period, for any reason except for termination pursuant to condition b. above, the customer must pay to the Company an amount equal to 50 percent of the Minimum Monthly Billing Commitment that would otherwise have been charged for the unexpired portion of the contract period.
- e. In addition to Item 124.0 of the Company's General Terms of Service (CRTC 21461), the Company's liability will be limited to the aggregate of all amounts paid by the customer to the Company, at the date a claim or demand is made in writing to the Company.

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210.2 **Conditions of Service - Continued**

1. **General - Continued**

f. The customer must meet a minimum monthly billing commitment as follows:

Minimum Monthly Billing Commitment	
Months 1-6	\$ 65,000.00
Months 7-12	75,000.00
Year 2	85,000.00
Years 3-10	95,000.00

If the minimum monthly billing commitment is not met in any given month of the minimum contract period the customer will be charged the amount of the minimum monthly commitment for that month.

2. **Transmission Performance Objectives**

The Company guarantees that the service will meet the transmission performance objectives set out below. F

a. Performance Objectives for DS-3 Gateway Facilities

i. Long Term Objective

Over a thirty (30) day period, each facility should meet the performance objectives specified below:

Performance Objectives	
Error Type	Objective
Severely Errored Second (SES)	725
Errored Second (ES)	33,500

ii. Maintenance Request Limit

If over a one (1) hour period the limits listed below are exceeded, the customer may contact the Company to request that maintenance activity be initiated on the facility.

Maintenance Request	
Error Type	Maintenance Limit
SES	2
ES	35

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210.2 **Conditions of Service - Continued**

2. **Transmission Performance Objectives - Continued**

a. Performance Objectives for DS-3 Gateway Facilities - Continued

iii. Unacceptable Service Limit

If over a one (1) hour period the limits listed below are exceeded, the customer may contact the Company to request that immediate remedial action be initiated on the facility. F

Unacceptable Service	
Error Type	Unacceptable Limit
SES	10
ES	468

iv. Protected End-to-End Facility

The availability objective for these facilities is equal to or greater than 99.97 percent average over a period of 12 months.

b. Performance Objectives for DS-1 Cell Site to Serving CO Facilities

i. Unacceptable Service Limits

If the facility performs below the requirements indicated by the performance limits listed below, the customer may request the Company to initiate maintenance activity. |

Parameter	Limit Threshold
ES	15 ES in 15 minutes

ii. Availability Performance - Unprotected Access Facility

The availability objective for the Company-provided facilities is equal to or greater than 99.8 percent average over a period of 12 months. |

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Where the customer has experienced an "interruption" of service, the Company will give the customer a credit on their monthly bill within 60 days of the service interruption upon application. The amount of the credit shall be calculated as five (5) times the hourly rate for the interrupted service (based on 720 hours in a month) multiplied by the duration of the interruption, determined to the nearest tenth of an hour.

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- d. If, at any time, these facilities do not meet these standards of performance, the customer may give written notice to the Company requesting that the Company restore performance of the facilities to the designated standard. The Company shall have five (5) days from the date of such notice to effect such restoration or otherwise to resolve the matter to the customer's satisfaction. If the Company is unable to do so within five (5) days, the customer may, within 60 days following the five (5) day period, terminate such portion of the facilities which are not in compliance with the foregoing performance objectives, without further liability therefore, by giving the Company written notice of termination of such affected facilities. No termination charges will apply. If the customer does not give a notice of termination within the relevant 60 day period, the Company will be deemed to have resolved the matter to the customer's satisfaction, and the related right of the customer to terminate shall expire.

3. **Network Availability**

If the Company does not maintain a minimum network availability as set out in the transmission performance objectives in 2. above, the customer may give written notice to the Company requesting that the Company restore network availability to the performance objectives. The Company shall have five (5) days from the date of such notice to restore network availability (calculated for the five (5) day period following the notice date) or otherwise to resolve the matter to the customer's reasonable satisfaction. If the Company is unable to do so within five (5) days, the customer may, immediately and within 60 days following the five (5) day period, terminate the entire Agreement or, the relevant portions of the Agreement as it relates to the facilities in question, without further liability, by giving the Company a termination notice. Such termination and the termination of all associated obligations of the customer relating to such facilities shall be effective as of the date on which the facilities are no longer provided by the Company. If the customer does not give a termination notice within the following 60 days, the Company will be deemed to have resolved the matter to the customer's satisfaction, and the related right of the customer to terminate shall expire.

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210 **Wireless Transport Network Service - Lower Mainland and Victoria (B.C. Only) - Continued**

210.2 **Conditions of Service - Continued**

4. **Service Performance**

The Mean Time to Repair (MTTR) Cell Site to Service CO facilities on DS-1 access circuits shall be two (2) hours during the day Monday to Friday (8 am to 4 pm), and four (4) hours after normal working hours (4 pm to 8 am).

The MTTR of Gateway facilities on DS-3 access circuits shall be 30 minutes or less. In the case where the circuits are protected, the MTTR shall be no longer than the activation of the protection switching arrangement.

The backbone network shall be configured based on mutually agreed upon facilities to create a fully diverse or ring network such that there will be no single point of failure. The MTTR for the backbone network shall be instantaneous.

If, at any time, the service does not meet these standards of performance, the customer may give written notice to the Company requesting that the Company restore service performance to the designated standard. The Company shall have five (5) days from the date of such notice to effect such restoration or otherwise to resolve the matter to the customer's satisfaction. If the Company is unable to do so within five (5) days, the customer may, within 60 days following the five (5) day period, terminate such portion of the facilities which are not in compliance with the foregoing performance objectives, without further liability therefore, by giving the Company written notice of termination of such affected facilities. No termination charges will apply. If the customer does not give a notice of termination within the relevant 60 day period, the Company will be deemed to have resolved the matter to the customer's satisfaction, and that right of the customer to terminate the affected facilities for inadequate network performance shall thereupon expire.

Where the customer has experienced an "interruption" of service the Company will give the customer a credit on their monthly bill within 60 days of the service application upon application. The amount of the credit shall be calculated as five (5) times the hourly rate for the interrupted services (based on 720 hours in a month) multiplied by the duration of the interruption, determined to the nearest tenth of an hour.

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210.3 **Rates**

The customer shall pay the following rates and charges and is subject to all applicable terms and conditions of the Company's tariffs. F

Rates are based on units of cell blocks, where one cell block equals 17,280 CVCH.

Service Item	Monthly Rate	Service Charge (One-Time)
Gateway		
- first 84 cell blocks	\$ 3,500.00	----
- additional 28 cell blocks	1,000.00	----
Connector (per site)		
- 1st cell block	900.00	----
- 2nd cell block	500.00	----
- 3rd and each additional cell block at same cell site, per cell block	450.00	----
Keating/Sidney Extension (Note 1)		
- per cell block	550.00	----
One-time Construction Charges for Access Network		
- Areas 1 and 2	----	\$ 200,000.00
- Area 3	----	20,000.00 (Note 3)
Access Network Upgrade Charge, per Connector or Gateway (Note 2)		
- Years 1 and 2	----	700.00
- Year 3	----	2,500.00
- Year 4	----	3,500.00
- Year 5	----	4,500.00
- Year 6	----	5,500.00
- Year 7	----	6,500.00
- Years 8, 9 and 10	----	7,500.00

A Volume Discount applies as follows for each month that the minimum billed amount meets or exceeds the amounts indicated below:

Volume Discount	
Minimum Monthly Billed Amount	Discount Applied to Total Monthly Billed Amount
\$ 250,000.00	2 percent
300,000.00	5 percent
500,000.00	10 percent

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210.3 **Rates - Continued**

Note 1: Cell sites in Keating and Sidney require a Keating/Sidney Extension per Connector.

Note 2: If in-place facilities do not exist, construction charges based on the cost of providing the facilities will apply.

Note 3: Payable upon implementation in Area 3.