## ITEM 1. GENERAL

- A. Telephone service and equipment provided by the Telephone Department shall be furnished subject to the following General Regulations.
- B. These regulations shall apply to all contracts for telephone service and all services rendered under such contracts and cannot be varied or waived by any canvasser or other person but only by a bylaw of the City of Prince Rupert.
- C. In all instances, the Department shall be taken to mean the City of Prince Rupert.
- D. The Department does not transmit message, but merely provides the service and equipment which enables others entitled to use them to do so.
- E. Wherever the name "Prince Rupert City Telephones", "CityTel", or "PRCT" appears in the tariff, the name "City West Telephone Corp" should be substituted. This applies to the following Tariffs:

CRTC Number 25700 Name: General Tariff

#### ITEM 2. APPLICATION FOR SERVICE

- A. Application for service of for additional service or equipment may be made orally or shall be in writing if the Department so requires.
- B. The Department shall not be obligated to furnish telephone service to those who are indebted to it.
- C. Provision of service shall be subject to availability and except in the case of a business service, evidence that the occupation of the premises in respect of which service is requested does not and will not result in contravention of any bylaw of the City of Prince Rupert.
- D. The application for service must be made by the person who will be residing at the service address.

#### ITEM 3. INITIAL SERVICE PERIOD

The initial service period for all standard local services and equipment furnished by the Department shall be one month, except where otherwise stipulated in this bylaw. The Department shall, however, stipulate an initial service period longer than one month where:

- A. Special construction is necessary for the provision of service.
- B. Special non-standard equipment or special assemblies of equipment are installed.

## ITEM 4. SERVICE AND EQUIPMENT

- A. In order to provide local services the Department shall require, without expense, suitable rights-of-way, rights of access, and space in buildings for the construction and maintenance of necessary poles, ducts, circuits, and equipment. Where the Department is unable to obtain these items, or when special construction work is necessary to move such poles, ducts, circuits or equipment, or any unusual expense must be incurred, the Department shall require the applicant or customer to pay the cost thereof
- B. Where the Department is unable to furnish the service requested, the receipt of an application for service and an advance payment shall not bind the department to furnish such services, and if the service is not furnished all money paid by the applicant shall be returned by the Department.
- C. Except where otherwise provided in this By Law or by special agreement, the Department shall provide and install all poles, ducts, circuits and equipment required to furnish service and shall be and remain the owner thereof. Any required maintenance or repairs are normally made during regular working hours (8:00 am to 4:00 pm. Monday through Friday) and the Department reserves the right to make a charge for any additional expense as a result of a customer's requirement to perform the work at other hours.
- D. In the case of damage to or destruction or loss of any of the Department's equipment or wiring on the premises occupied by the customer which is not due to reasonable wear and tear, the Department shall have the right to require the customer to pay the cost of restoring it to its original condition or of replacing it.
- E. Upon termination of service all of the Department's equipment and wiring shall be returned to the Department in good condition, reasonable wear and tear excepted. In the case of plug-ended equipment, the subscriber is responsible for returning the equipment to the Telephone Department's premises, otherwise replacement cost will be payable if the equipment is not found on subsequent access to the customer's premises. Equipment not returned as requested shall be billed to the subscriber's account. If the equipment has been billed and is returned within 90 days, a credit will be issued. Payment of the penalty does not constitute ownership.
- F. The Department's equipment and wiring shall not be re-arranged, disconnected, removed or otherwise interfered with, nor shall any equipment, apparatus, circuit or device which is not provided by the Department be connected with physically associated with, attached to or used so as to operate in conjunction with the Department's equipment or wiring in anyway, whether physically, by induction or otherwise, except where specified in this Bylaw or by special agreement. In the event

- G. of a breach of this regulation, the Department may rectify any prohibited arrangement or suspend and/or terminate the service.
- H. The Department reserves the right to enter into agreements with railway companies or other parties whereby they may be required to install and maintain telephones and equipment furnished by the Department, when such telephones and equipment are located on the railway's premises or in other places involving unusual hazards or when it is convenient to both parties to do so, and assume all risks and liability incident to the installation, maintenance and operation thereof. Such agreements may provide for such subscribers being compensated by the Department for so doing by means of a monthly allowance to be set off against the Departments standard monthly rates.
- I. The agents and employees of the Department shall have the right to enter any premises on which telephone service is furnished or equipment is installed, at any reasonable hour, for the purpose of installing, inspecting, repairing or removing its equipment.
- J. The subscriber shall be responsible to arrange for and pay for a local supply if commercial electrical energy, with suitable outlet, when required for the operation of a rectifier or other equipment provided for him.
- K. The subscriber shall advise the Department promptly whenever alterations or new construction on premises in which telephone service or equipment is furnished necessitates changes in the Department wiring or equipment.
- L. The subscriber shall ensure that during the time service is provided the occupation of the premises to which service is provided is not in contravention of any bylaw of the City of Prince Rupert.

## ITEM 5. TELEPHONE NUMBERS

A. The subscriber shall have no property right in the telephone number assigned to his service and the Department may change the number as it considers it necessary.

## ITEM 6. USE OF SERVICE

- A. Service furnished by the Department may be used by its subscribers and by certain persons associated with him at the place in which the service is furnished, namely his employees and agents, members of his household, and occupants of a boarding house, club, institution or similar place operated by the subscriber.
- B. The Department may refuse to furnish service at locations where the telephone is available for use by persons other than those referred to in the preceding Item 6(a).

- C. No payment may be exacted, directly or indirectly from any person by any party other than the Department for the use of any of the Department's service, except where otherwise stipulated in this Bylaw or by special agreement.
- D. The use of the Department's service or equipment for annoying any person and the use of offensive language while using or conversing over the Department's equipment is prohibited. See Section 1.Item 10.
- E. The use of the Department's Service or equipment for impersonating any individual is prohibited. The Department may terminate the service of any subscriber who commits any breach of this regulation or permits any person to use the telephone or service furnished the subscriber contrary to this regulation.
- F. The subscriber or other calling party is solely responsible for establishing his identity and that of the person or persons at the called station or stations in the course of each message.

## ITEM 7. TELEPHONE DIRECTORIES

- A. Telephone directories published by the Department are and remain the property of the Department. No person shall deface or mutilate them or affix labels thereto. No person shall use any binder, holder or auxiliary cover except such as may be supplied by the Department in connection with and Directory. No person shall publish or reproduce the contents of the Department's directories in any form without the written consent of the Department.
- B. The Department supplies subscribers, without additional charge, one directory per number and upon request one additional shall be issued for rental extensions and phone purchased from the Department. The Department will make a charge for directories supplied to subscribers in excess of reasonable requirements or in replacement of those lost, destroyed or mutilated.

# ITEM 8. PAYMENT OF RATES AND CHARGES

- A. At the time of application for service, the applicant shall make an advance payment covering the service connection charge and installation charges, if any, together with one month's charge for all service and equipment applied for; provided, however, that the department may waive the collection of advance payments from applicants or subscribers whose credit satisfactorily established with the Department.
- B. An applicant or subscriber whose credit is not satisfactorily established with the Department shall be required to make a deposit of any amount which the Department considers sufficient. If, in the opinion of the Department, the subscriber's deposit is at any time insufficient to cover the estimated service charges referred to, the Department shall require a further advance payment or suspend and/or terminate service.
- C. Rates and charges which are quoted on a monthly basis shall be payable by the subscriber monthly. Charges for message toll and public and semi-public telephone service shall be payable by the subscriber monthly or upon demand by the Department. Service connection, installation and like charges shall be payable in accordance with these regulations and the appropriate section of this bylaw.
- D. All charges incurred by the subscriber or for which he is responsible shall be payable at the Department's business office, at 248 3<sup>rd</sup> Avenue West, Prince Rupert, B.C.
- E. Failure to receive a bill showing the amount owing by the subscriber to the Department shall not relieve the subscriber from the responsibility of making prompt payment of such amount to the Department. In such cases the subscriber is obligated to contact the business office to determine the amount due.
- F. The subscriber shall be liable to the Department for charges for all calls originating at his telephone regardless of who may originate such calls, and for all calls received at his telephone the charges for which are accepted by any person receiving such calls regardless of who accept such calls. The Department may, if it so elects, collect all of any part of such charges from the person placing the call or who may otherwise be responsible for the charges incurred.

- G. If objection in writing to any charges is not received by the Department within 30 days after a statement of account is rendered, such statement shall be deemed to be correct and binding upon the subscriber. A legible written notation on the statement of account when returned by the subscriber will service as objection in writing and payment of disputed calls will be deferred pending investigation.
- H. Notwithstanding anything contained in these General Regulations, the Department may, at any time after the establishment of telephone service for a subscriber, render an interim account for any charges that have accrued, and may demand payment within a period of not less than 3 days, and failing compliance with such demand for payment, the Department may terminate the telephone service.
- I. In accordance with section 435 of the Municipal Act (R.S.B.C. 1979, Chapter 290) any charges imposed by this bylaw will, if unpaid on December 31<sup>st</sup> of the year in which they are imposed, be entered upon the tax roll, as taxes in arrears.

## ITEM 9. TERMINATION OF SERVICE BY SUBSCRIBERS

- A. Service may be terminated after the expiration of the initial service period upon one working day advance notice to the Department. One working day being 8:00 am to 4:00 pm Monday to Friday. The subscriber shall pay all charges due for service which has been furnished.
- B. Upon notification of termination of service, prorated charges will apply for the period of actual service provided that the initial service period has expired.
- C. Service may be terminated prior to the expiration of the initial service period upon payment of all charges due for service which has been furnished, under the following conditions:
  - 1. In the case of death of the subscriber, or of destruction, damage or condemnation of the subscriber's premise by fire or other cause beyond his control which necessitates abandonment of such premises, effective from the date the Department is advised thereof.

- 2. In the case of chargeable directory listings, when the listed party dies or becomes a subscriber to exchange service, effective from the date on which the Department is advised of such death or date of commencement of exchange service.
- 3. When subscriber's service is taken over without lapse by a new subscriber at the same location or is superseded by another service of the same subscriber at the same or another location, effective from the date of the change, except that the charges due for the balance of service period are to be paid for any of the original service and equipment which are discontinued at the time of the change.
- D. Service may be terminated prior to the expiration of the initial service period upon reasonable advance notice in writing to the Department and upon payment of termination charges as hereinafter stated, in addition to all charges due for service which has been furnished.
  - 1. In the case of service or equipment for which the initial service period is one month, the charges due for the balance of the month shall be paid.
  - 2. In the case of service or equipment for which the initial service period is in excess of one month at the same location, the termination charge shall be one-half the total amount of the service charges applicable thereto for the unexpired portion of the initial service period unless a different termination charge is called for in the contract covering such service or equipment.
- 3. In the case of chargeable director listings where the listing has appeared in a directory, the charges due to the end of the effective period of such directory shall be paid; except when the subscriber's service is terminated or when the listed party moves to another location, the charges shall be paid only to the date of termination of such service or the day of the move, subject to a minimum charge equal to that for the month.

## ITEM 10 TERMINATION OF SERVICE BY THE DEPARTMENT

In the event of a subscriber being indebted to the Department for previous service at the same or any other location, or in the event of default on the part of the subscriber in making payment of any amount owing by him to the Department for current service or in complying with these Regulations or owing the service or equipment in contravention thereof or in any way that, in the opinion of the Department, constitutes abuse or fraudulent use, or an attempt to locate a person or transit or receive a message without payment of a toll charge, the Department shall without notice, suspend any or all of these services which it furnishes to the subscriber, until such amount or indebtedness has been paid and all violations have ceased or been remedied, or shall terminate any or all of the services furnished the subscriber either without suspension or following suspension of service. Default on the part of the subscriber in making payment for service or

equipment, may be transferred to the subscriber's tax roll. Such action by the Department shall not affect the subscriber's liability for the payment of all amounts owed by him to the Department.

#### ITEM 11. LIMITATION OF THE DEPARTMENT RESPONSIBILITY

- A. The Department does not guarantee uninterrupted working of its service and/or equipment. It shall not be liable to any subscriber, user or other persons for damages resulting from mistakes, omission, interruptions, delays, errors in transmission, defects in transmissions. Failures or defects in equipment, or from on request make a refund of charges proportionate to the length of the interruption to the service in excess of 48 hours from the time the Department is advised of the interruption.
- B. The Department shall not be liable for damages arising from errors or omission in its directory listings, information service, or reference of calls to another telephone number or arising from the omission of a listing from a director, and/or information records at the request of the subscriber or of any person purporting to act on his behalf; provided, however. That in the case of listings for which a specific charge applied, its liability for errors or omissions shall be limited to making a refund or cancellation of the charges computed at the monthly rate charged for each such listing for the period during which the error or omission continues.
- C. No liability shall attach to the Department by reason of the continuation of a subscriber's listing in a directory after termination of his service.
- D. The Department shall not be responsible for the results of the publication of listings in its directories, nor will it be a party to or be made a party to controversies arising between subscribers or others as a result of listings published in its directories.
- E. When equipment of one or more other companies is used in establishing connection to point not served directly by the Department, the Department shall not be liable for any act or omission of any other company.
- F. The Department shall not be liable for any defacement or damage to the customer's premises resulting from the Department's equipment and wiring or from the installation, maintenance or removal, except that the Department shall make good any damage caused by negligence. In cases where the subscriber is not the owner of such premises, he shall indemnify and save the Department harmless from claims for such defacement or damage.

#### ITEM 12. CREDIT PAYMENT PLAN

In addition to any payments for services detailed in this Bylaw, the Department may assess a credit charge under the following conditions:

- 1. Accounts are rendered on the first day of each month. Subscribers who do not pay their accounts by the last business day of the month will subject to a credit charge of 1.25% of the unpaid amount, however, this charge will apply only if the unpaid amount of the account is in excess of \$18.00.
- 2. Subscribers required to maintain deposits for credit purposes will receive monthly interest at the per annum rate of Prime less 3%; the Prime rate being the Bank of Canada Business Prime rate in effect on the first day of each month.

## ITEM 13 DISHONOURED PAYMENT CHARGE.

Subscribers will be assessed a charge of \$20.00 for each dishonoured payment returned from a bank or other financial institution, for lack of sufficient funds or inability to process payment. The non-sufficient funds charge will not apply if the charge back was the result of an error by the Financial Institution supported by written notice.

## ITEM 14 CONFIDENTIALITY OF CUSTOMER RECORDS

- A. Unless a customer provides express consent or disclosures is pursuant to a legal power, all information kept by CityWest regarding the customer, other than the customer's name, address and listed telephone number, is confidential and may not be disclosed by CityWest to anyone other than:
- ♦ The customer;
- ♦ A person who, in the reasonable judgement of CityWest, is seeking the information as an agent of the customer;
- Another telephone company, provided the information is required for the efficient and cost-effective provision of the telephone service and disclosure is make on a confidential basis with information to be used only for that purpose;
- A company involved in supplying the customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made in a confidential basis with the information to be used only for that purpose;
- An agent retained by CityWest to evaluate the customer's creditworthiness or to collect the customer's account, provided the information is required for and is to be used for that purpose;

- A public authority or agent of a public authority, if in the reasonable judgement of CityWest, it appears that there is imminent danger to life or property, which could be avoided or minimized by disclosure of the information.
- B. Express consent may be taken to be given by a customer where the customer provides:
- ♦ Written consent;
- Oral confirmation by an independent third party;
- Electronic confirmation through the use of a toll-free number; or
- Electronic confirmation via the Internet.
- Oral consent, where an audio recording of the consent is retained by the carrier; or
- ♦ Consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.
- C. CityWest's liability for disclosure of information contrary to sub-section (A) is not limited by Item 11, Limitation of the Department Responsibility.
- D. Upon request, customers are permitted to inspect any CityWest records regarding their service.

#### **SECTION 2**

#### ITEM 1. GENERAL

A. Exchange service consists of the provision of service and equipment necessary for telephone communication between subscribers for service in the service area of the Telephone Department and Port Edward and connection to the toll office serving the exchange for long distance calling to outside areas. The service area is the City of Prince Rupert and Digby Island.

#### ITEM 2 BUSINESS AND RESIDENCE SERVICE

#### A. Business Service

Service is classified as business when it is used substantially for commercial, industrial, professional, institutional, vocational or otherwise occupational purposes or any purpose other than that of a domestic or family nature.

The use of the service is presumed to be primarily of a business nature in such circumstances as the following:

- 1. When the information in a directory listing indicated other than primarily domestic use of the service.
- 2. When the service is advertised or publicized in connection with any business use; except that residence service of a business subscriber may be publicized in connection with such business service.
- 3. In boarding and rooming houses and other places in which four or more persons are accommodated for payment and in residence quarters of any club, institution or similar place, where guests, boarders, employees or other persons not members of the subscriber's household have general access to the service.

#### **B.** Residence Service

Service is classified as residence when it is used for domestic or family purposes and when none of the conditions requiring the business classification exists.

## ITEM 3. BASE RATE AREA

#### A. DESCRIPTION

The Base Rate Area is the portion of the exchange area, as indicated on "Schedule B" attached, in which main station and PBX trunk services are offered at the monthly exchange service rates specified in Item 4. In all other parts of the exchange, Exchange Line Mileage, Item 1, Section 5, applies to the basic exchange rates.

#### **B.** INDIVIDUAL MAIN STATION AND PBX TRUNK SERVICES

Multi-party and 2-party main station service not available.

ITEM 4. EXCHANGE RATES (See Note 1 below)

#### A. BUSINESS SERVICES

PBX Trunk 1 & 2 Way (Note 2)	\$49.92
Overline Trunk Touch Call	\$48.32

	Minimum Rate	Maximum Rate
Individual Touch Call	#	\$52.58
Facsimile Touch Call	#	\$52.58
Data (I.S.A.)	#	\$52.58

#### **B.** RESIDENTIAL SERVICE

Rotary Service Individual Dial (Note 3) \$20.80

	Minimum Rate	Maximum Rate
Individual Touch Call	#	\$25.85
Facsimile Touch Call	#	\$25.85

#### C. Residential Line with 4 features Bundle

Residential Line with voicemail, call name/number display, call waiting and 3 way calling would be # and maximum \$38.33 per month.

# Filed in confidence with the CRTC

Note 1: Subject to a rate range.

Note 2: Includes overline service

Note 3: Rotary Dial Lines are in a phase out status and are not available for new installation.

CRTC 25700 2<sup>ND</sup> REVISED PAGE 2-3 CANCELS 1ST REVISED

#### ITEM 5.

#### MESSAGE RELAY SERVICE

## A. SERVICE DESCRIPTION

Message Relay Service enables a person using a keyboard-type (e.g. TTY) to communicate with a hearing person (or vice-versa) over the telephone network. A specially trained operator assists in the placing or receiving of calls to/from persons using the keyboard-type device.

#### **B. RATES AND CHARGES**

The following rates and charges apply to all residence and business customer's switched network access line and are in addition to other applicable rates and charges.

# Monthly

<u>Description</u>	Rate
Hard of Hearing-Message Relay Service	\$0.16

ISSUED DATE: MARCH 11, 2003 EFFECTIVE: MAY 1, 2003

CRTC 25700 1st revised PAGE 2-4 cancels original

CRTC 25700 1st revised PAGE 2-5 cancels original

To hold for future submissions.

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CRTC 25700 1<sup>ST</sup> REVISED PAGE 2-8 CANCELS ORIGINAL

CRTC 25700 1<sup>ST</sup> REVISED PAGE 2-9 CANCELS ORIGINAL

## CRTC 25700 PAGE 2-13

## **EXCHANGE SERVICE**

## CRTC 25700 PAGE 2-14

## **EXCHANGE SERVICE**

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## **EXCHANGE SERVICE**

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## **EXCHANGE SERVICE**

CRTC 25700 1<sup>ST</sup> REVISED 2-19 CANCELS ORIGINAL

## **EXCHANGE SERVICE**

#### **EXCHANGE SERVICE**

ITEM 8. RESTRICTIONS ON THE USE OF AUTOMATIC DIALING ANNOUNCING DEVICES (ADAD) AND CONDITIONS FOR UNSOLICITED LIVE VOICE AND FACSIMILE CALLS FOR THE PURPOSE OF SOLICITATION.

#### A) Restrictions on the use of ADADs

For the purpose of this tariff, an ADAD is defined as any automatic equipment incorporating the capability of storing or producing telephone numbers to be called, used alone or in conjunction with other equipment to convey a pre-recorded or synthesized voice message to the telephone number called.

For the purpose of this tariff, solicitation is defined as the selling or promoting of a product or service, or the soliciting of money or money's worth, whether directly or indirectly and whether on behalf of another party.

## i). Use of ADADs for purpose of solicitation

The use of ADADs to make unsolicited calls for the purpose of solicitation is prohibited.

Prohibited ADAD calls include calls made to solicit on behalf of a charity, the use of ADAD messages to request that a called party hold until an operator is available (when the purpose is to solicit), activities such as radio station promotions, or ADAD calls referring the called party to a 900 or 976 service number.

Persons who resell Centrex service must make all reasonable efforts to ensure that he end-user does not employ the service to transmit unsolicited ADAD calls other than those made for public service reasons.

## ii). Use of ADADs for purposes other than solicitation

The use of ADADs to make unsolicited calls for purpose other than solicitation (herein referred to as permitted unsolicited calls) are subject to the following conditions:

EXCEPTION: These conditions do not apply to calls made for public service reasons including calls made for emergency and administration purposes by police and fire departments, schools, hospitals or similar organizations.

- 1) Permitted unsolicited ADAD calls must not be placed to emergency lines or healthcare facilities.
- 2) Unless otherwise provided by law, permitted unsolicited ADAD calls may only be placed between 9:30 a.m. and 8:00 p.m. Monday to Friday, between 10:30 a.m. and 5:00 p.m. on Saturday and between 12:00 noon and 5:00 p.m. on Sunday and Holidays.

#### **EXCHANGE SERVICE**

- 3) Permitted unsolicited ADAD calls shall begin with a clear message identifying the person on behalf of whom the call is being made. This identification message is to include: (1) a mailing address and (2) a telephone number at which the called party can reach, at no charge, a responsible individual representing the originator of the message. If the actual message exceeds 60 seconds, the identification message must be repeated at the end of the call. Where the person making the call is conducting a survey on behalf of a client, either the survey research organization or the client on whose behalf the call is made must be identified in accordance with the requirements on this section.
- 4) Permitted unsolicited ADAD calls must display the originating calling number or an alternate number at which the call originator may be reached, except where number display is unavailable for technical reasons.
- 5) Sequential dialing is prohibited.
- 6) Random dialing for permitted unsolicited ADAD calls, as well as calls to a non-published numbers are allowed.
- 7) An ADAD user must make all reasonable efforts to ensure that their equipment disconnects within 10 seconds of the called party hanging up.
- 8) The rates specified for business individual lines in Item 4 apply to the central office or Centrex local to which an ADAD is connected.
- B) Conditions for unsolicited live voices and facsimile calls (including calls made on behalf of charitable institutions) for the purpose of solicitation.

EXCEPTION: These conditions do not apply to live voice and facsimile calls that do not solicit, including calls for emergency purposes, calls for account collection and market and survey research.

i). Persons placing unsolicited live voice or facsimile calls to solicit are to ensure that a customer's request not to be called again is respected and that the customer's name and telephone number are removed from calling lists within 7 days of the request for unsolicited facsimile calls and 30 days of the request for unsolicited live voice calls. A customer's "do not call" request is to remain active for three years.

#### **EXCHANGE SERVICE**

- i) Persons placing unsolicited live voice calls to solicit are to identify the person on behalf of whom the call is made and provide, upon request, the caller's telephone number and the name and address of a responsible party to whom the called party can write.
- ii) Persons placing unsolicited facsimile calls to solicit are to identify the person on behalf of whom the call is made as well as the caller's telephone number, facsimile number and the name and address of a responsible party to whom the called party can write.

When the unsolicited live voice or fax call is placed by a professionals calling organization on behalf of another organization, the professional calling organization must also provide the information set out in (ii) and (iii) above with respect to itself.

- iv) Unless otherwise provided by law, unsolicited facsimile calls may only be placed between 9:00 a.m. and 9:30 p.m. Monday to Friday and between 10:00 a.m. and 6:00 p.m. on Saturday, Sunday and Holidays. The permitted calling hours identified are those of the called party.
- v) Unsolicited live voice or facsimile calls to solicit must display the originating calling number or an alternate number at which the call originator can be reached, except where number display is unavailable for technical reasons.
- vi) Sequential dialing for unsolicited live voice and facsimile calls for the purpose of solicitation is prohibited.
- vii) Unsolicited live voice and facsimile calls must not be placed to any emergency line or healthcare facility.
- viii) Persons who resell Centrex service must make all reasonable efforts to ensure that the end-user does not employ the Centrex call transfer feature to transmit unsolicited live voice or facsimile calls for the purpose of solicitation.

#### C. Enforcement

Telephone service to all lines used in connection with the placing of calls, which contravenes the conditions if this tariff may be suspended or terminated two business days after notice from the Company.

## ITEM 9. LOCAL DIRECTORY ASSISTANCE

# A. Service Description:

Local Directory Assistance service is accessed from a local directory number by dialing "411" to find a local directory number.

#### **B.** Availability:

This service is available to all telephone lines in the Company's serving area.

## C. Rates:

## (a) Rates

A charge as specified in 9.03 (c) below applies for each telephone number requested from CityWest's local 4-1-1 Directory Assistance Service

## (b) Exceptions from the charges in (A) apply to:

- (1) Persons calling from public pay telephones
- (2) Persons calling from federal or provincially registered Hospitals
- (3) Persons whose residence services are registered with the company where they or any member of their household are unable to use the directory due to an impairment which is certified by an organization, physician or individual acceptable to the Company.
- (4) Requests from a person declaring a state of emergency
- (5) Request for emergency numbers
- (6) Requests for "800" number directed to 1-800-555-1212.

## (c) Charges for Local Directory Assistance (4-1-1)

The following rates and charges apply per request for a local telephone number provided by CityWest directory assistance:

<b>Description</b>	Monthly Rate	Service Charge
Canada and United States	N/A	\$0.95
Directory Assistance		
Canada and United States	N/A	\$0.95
Address Inquiry		

ISSUED DATE: MAY 4, 2004 EFFECTIVE: JUNE 11, 2004

# Billing and Collection Service – Type 2 Service Description

CityWest will provide Billing and Collection Service to a Service Provider for eligible message toll service calls, as defined in the CityWest Billing and Collection Services Agreement. Billing and Collection Service includes:

- 1. Preparation and rendering of bills for charges that are purchased by CityWest from the Service Provider to customers of the IXC or reseller who also maintain accounts with CityWest.
- 2. Collection of payments for charges associated with eligible calls made by customers of the IXC or reseller, including appropriate taxes that will be remitted by the IXC to the appropriate Governments.
- 3. Answering of customer questions regarding charges billed by CityWest for eligible calls provided by the IXC or reseller, excluding questions about the details of the IXC's or reseller's services, rates, rate structures and similar matters.
- 4. Application of credits and adjustments to customer accounts, in accordance with Billing and Collection Services Procedures that are provided to the Service Provider from time to time by CityWest.

#### **B.** Definitions

For the purpose of this Tariff item:

"Account Receivable" means an individual charge associated with an Eligible Service collected on behalf of a Service Provider according to the terms and conditions of the Company's Billing and Collection Services Agreement.

"Clearinghouse" is a party that settles, trades and regulates delivery of call records between carriers.

"Service Provider" is either:

- a) an IXC providing Eligible Services;
- b) a reseller with interconnecting circuits with trunk-side access providing Eligible Services; or

a Clearinghouse acting on behalf of one or more such IXCs or resellers.

#### C. Terms and Conditions

- 1. The Service Provider must execute a Billing and Collection Services Agreement with CityWest, that details the terms and conditions of the service to be provided.
- 2. For any call that is charged back to the Service Provider by CityWest pursuant to the Billing and Collection Services Agreement, CityWest will provide to the Service Provider the Customer's name, telephone number and billing address associated with the call.

## C. Rates and Charges

1. An Accounts Receivable Management Fee will apply to each Account Receivable purchased from the Service Provider.

Accounts Receivable Management Fee as a percentage of the value of the Accounts Receivable purchased from the Service Provider:

3.5%

2. In addition, processing charges per Account Receivable Purchased from the Service Provider will apply each time

An Account Receivable is: a) returned prior to billing; b) billed to a customer; and c) returned or charged back

to the Service Provider after billing.

a) Processing Charge per Account Receivable returned \$0.0590

## Prior to billing

b) Processing charge per Account Receivable billed \$0.1825

c) Processing charge per Account Receivable returned \$8.31 or charged back after billing

#### Item 11.

#### **CENTREX II SERVICE**

#### A. Definitions

"User" means a station user.

"Customer" means a group of users that subscribe to the service in this item.

## B. Description

- (1) Centrex II Service provides customers with features that offer convenience, call coverage and call-handling capabilities, including access to the public switched telephone network.
- (2) Rates vary according to the number of lines, length of contract and feature package subscribed to. For 2-100 lines, service is provided on a monthly basis or pursuant to a 1 or 3 year contract. For 101 or more lines, service is provided pursuant to a 3-year contract at fixed rates. Additional features and optional packages are available on a month-to-month basis.
- (3) The service includes maintenance and local channel facilities between the Company's Central Office and the network interface demarcation point at the customer's location.

#### D. C. Availability of Service

(1) Centrex II Service is offered at the discretion of the Company subject to the availability of suitable facilities.

## D. Availability of Features and Terminal Equipment

- (1) Notwithstanding any provision in this item, the availability and/or capability of features, whether basic or optional, is dependent on:
  - i) the switching platform:
  - ii) location of terminal equipment due to local loop limitations;
  - iii) type of terminal equipment located at the customer's premises;
  - iv) compatibility with other features selected by the customer.
- (2) Terminal equipment may not work in all locations due to local loop limitations.

# E. Basic Features – System

The following system features are included in the network access rate:

- Inward Dialing
- Touch-tone Dialing Access
- Outward Dialing
- End-to-End Signaling
- Primary Exchange Access
- Station-to-Station Calling
- Uniform Number Plan

# F. Basic Features – Station (customer with less than 100 lines)

Stations can subscribe to one of the following packages containing the listed features:

Feature Package A

- Call Forward Universal
- Ring Again
- Call Hold
- Call Transfer
- Conference 3
- Autodial
- Last Number Redial
- Distinctive Ring
- Call Pickup
- Call Display (internal)
- Busy Lamp Field
- Display Called Number

# Feature Package B

- Call Forward (busy/don't answer)\*

(Includes features in Package A

- Query/Time Key

Plus these additional features) - Hunting

- Speed Call 10
- Hunting (circular, terminal)
- Call Waiting
- Call Park
- Conference 6
- Group Intercom
- Automatic Line
- Feature Code Access

# Feature Package C

- Speed Call 50

(Includes features in Package B plus these additional features)

Listen on HoldSecretarial Hunting

MADNI

- MADN

Make Set BusyConsultation Hold

- Group Intercom with Paging

# **Optional Features – Customer Group:**

#### Music on Hold

Number of lines	Recurring monthly charge	Service charge
2-50	8.95	48.75
51-100	19.95	48.75

\* Feature will be included in Package A if user subscribes to voicemail service.

# **G. Basic Features – Station** (customer with more than 100 lines)

- Call Forward Universal
- Ring Again
- Call Hold
- Call Transfer
- Conference 3
- AutoDial
- Last Number Redial
- Distinctive Ring
- Call Pickup
  - Call Display (internal)
- Busy Lamp Field
- Display Called Number

- Display Calling Number (external calls)

- Call Forward (busy/don't answer)

- Query/Time Key
- Speed Call 10

- Hunting (circular, terminal)

- Call Waiting

# **Basic Features - Continued**

- Call Park
- Conference 6
- Group Intercom
- Automatic Line
- Feature Code Access
- Speed Call 50
- Listen on Hold
- Secretarial Hunting
- MADN
- Make Set Busy
- Consultation Hold
- Group Intercom with Paging

Note: Features available per station will vary according to type of device used.

# E. H. Rates and Conditions

# (1) Network Access Rates (Note 3)

Small Business Centrex (up to 100 lines)

# Month-to-Month Rates

Number of Lines	Package A	Package B	Package C	Service Charge
2-100	\$46.50	\$49.75	\$53.00	Section 6

# One-year Contract Rates\*

Number of Lines	Package A	Package B	Package C	Service Charge
2-100	\$44.18	\$47.26	\$50.35	Section 6

# Three-year Contract Rates\*

Number of Lines	Package A	Package B	Package C	Service Charge
2-100	\$39.53	\$42.29	\$45.05	Section 6

# Large Centrex Customers (greater than 100 lines):

Number of Lines	3-year contract	Service Charge
101-500	38.69	Service 6
501-1750	35.40	Service 6
1751+	32.39	Service 6

# (2) Customer Group Engineering Service Charge (one-time)

Each customer group, 2-100 lines: \$250.00 Each customer group, 101 lines or more: Section 6

(3) **Conditions:** During a one or three year contract lines may be added under the same rates and terms of the existing contract. New line rates and terms co-terminate with lines under the original contract. Service charges per Section 6 apply.

(4) <b>Optional Features – Station</b> Charge	Rate per Month	Service
Toll Restriction – each Directory number Fully Restricted Access- each directory number	\$4.25 \$2.05	Section 6 Section 6
(5) <b>Optional Features – System</b> (Note 1)	Rate per Month	Service Charge
Tie Trunks – each termination (Note 2) Paging	\$33.90	\$112.00
-per dial code for station user or attendant -attendant pre-empt access by attendant	\$11.85	\$84.00

# (6) CMS on Centrex

Call Display	Rate per Month	Service Charge
Station Lines Activated  1 - 29 each  30 - 100 each  101 - 500 each  501 - 1,500 each	\$7.00 \$5.00 \$3.00 \$2.00	(Section 6)
Over 1,500each	\$1.50	

#### **Notes:**

- 1) Charges for Non-recurring Installation (Section 6) apply in addition to Service Charges listed in this item.
- 2) Mileage charges (section 5) apply if tie trunks are in different or unconnected buildings in the same exchange serving area. A monthly charge applies for each tie trunk termination (incoming and outgoing).

# **Notes: Continued**

- 3) Monthly network access rates provide the following:
  - a) Basic Centrex II Service;
  - b) Common equipment and switching equipment as required;
  - c) Circuits to connect the customer location to the wire-centre that serves the area in which the terminal equipment is located;
  - d) Trunk lines, as required, for incoming and outgoing calls from locals of the system.
- 4) Notwithstanding any other provisions of the Company's Tariff and as an exception Item 14 Section 1. Any non-published/unlisted telephone number from which a call originates is furnished, as facilities permit, on a call-by-call basis to CMS on Centrex customers and to the Company for Call Trace, a non-billable feature.
- 5) CMS on Centrex customers may request one or more existing lines to be arranged to transmit a replacement telephone number in lieu of the originating number, provided that the replacement number is associated with a line of the same class of service which is working for the same customer. (The charges for this Number Replacement Service are as specified in Section 6.)
- 6) Customers wishing to protect the anonymity of their dialable telephone number may prevent display of the number using Per-call Blocking.
- 7) Call display requires the use of a display telephone of device.

# ITEM 1. GENERAL

- 1. The Terminal Attachment Program (TAP) applies to network addressing and network non-addressing terminal equipment and Network Protection Devices (NPD's) which have been certified by Industry Canada (IC) formerly Industry Canada Communications. Equipment that meets the specifications of the Terminal Attachment Program (T.A.P.) may be electrically, acoustically or inductively connected to the Company's facilities under the terms of this program.
- 2. To be eligible for connection under this Program, all terminal equipment must be certified by IC and bear a label provided by IC indicating compliance with Certification Specification CS-03 as well as CP-01 and related documents issued by IC. Terminal Equipment certified to CS-01 and CS-04 may be attached or remained attached without further certification. As of January 19, 2002 new equipment requires certification as described in the IC document Compliance Specification 03 (CS-03) and Procedure for Declaration of Conformity and Registration of Terminal Equipment (DC-01). In addition, notice of network changes must be served in accordance with IC Procedures for Network Change Notices and Disclosures of New Terminal-to-Network Interfaces (NCN-01)(formerly part of CP-01)
- 3. The purpose of this Program is to provide uniform standards for the protection of the telephone network when the connection of terminal equipment is permitted thereto. The Program is not intended to ensure the user of terminal equipment any measure of performance or safety other than that, which may be provided by Canadian Standards Association (CSA) approval.
- 4. IC's certification specification for electrically connected terminal equipment are based on the concept of standard arrangements whereby the terminal connecting plug is connected directly to the appropriate voice or data network-interface jack provided by the Company. Equipment so connected normally operates in a bridged or parallel mode.

Although individual units of terminal equipment may comply with the certification requirements, this may not prevent degradation of telephone service when connected in a nonstandard manner by the customer, for example through a jack-plug-cord ensemble and /or other types of customer-provided connecting arrangements or when connected in interpositioned equipment arrangements as specified in D.2 following.

# ITEM 2. DEFINITIONS

Terminal equipment is equipment that forms the end point of a telecommunications channel, or other such facility, where information is received or originated and/or equipment located at a point at which information can enter or leave a telecommunications network and/or an input/output device designed to receive or send source data. Such terminal equipment may be capable of manually or automatically generating network-addressing signals, which permit origination of outgoing calls.

Host terminal equipment- Any equipment which is capable of operating by itself through direct tip/ring connections to the network and is eligible for certification, and provides for the through connection of either ancillary or auxiliary equipment or both.

**Ancillary terminal equipment** – Equipment that is not capable of operating by itself through direct tip/ring connections to the network and is not eligible for certification as terminal equipment. Such equipment is only authorized for indirect network connection if it has been included as a component or function of a telephone terminal equipment or auxiliary terminal equipment package submitted for certification. Typical examples: head telephone sets, handsets and station equipment connected behind multiline terminals.

**Auxiliary terminal equipment** – Any equipment that is capable of operating by itself through direct tip/ring connections to the network and is eligible for certification. Typical automatic handsfree "speakerphones", automatic dialers. examples: and answering/recording equipment.

Network protection devices (NPD's)-For the purpose of this item, network protection devices are categorized as follows:

NPD-1 is intended for connection in front of RCC radio system equipment as well as analogue voiceband data circuit-terminal equipment. Both of these application involve input signal that are limited within the voiceband below 4 kHz.

NPD2- 2 is intended for all other applications such as with multline equipment where wideband analogue input signals may be present (music on hold, wired music, etc.) The NPD - 2 is therefore required to provide band limiting to restrict the output frequency to the network to 4 kHz maximum.

#### ITEM 3. NONPERMISSIBLE NETWORK INTERFACE FUNCTIONS

Connection of terminal equipment, which performs any of the following specific functions, is not permitted.

# 1. Billing Violation

Transmits and/or receives data signals when the off-hook time interval lasts less than 2 seconds.

# 2. Automatic Call Initiation

Automatically changes from an on-hook mode to an off-hook mode, except in response to an incoming call or to initiate an outgoing call.

# 3. Exception

An intermittent dial tone detection device may be attached to the Company's facilities subject to the conditions that the device:

- (a) Performs no periodic testing for intermittent dial tone.
- (b) Makes an off-hook intermittent dial tone check no more than once after a customer completes a call, and completes the check no earlier than 4 seconds and no later than 30 seconds after the customer hangs up.
- (c) Makes an off-hook intermittent dial tone check after an unanswered call no more than once and does so within 4 minutes after the call.
- (d) Performs no off-hook intermittent dial tones after an unanswered incoming call if the visual message indicator is already lit.
- (e) Takes line off-hook checks when multiple intermittent dial tone detection and visual signaling devices are attached to the same line so that only one check is made per calling event for a single line.
- (f) Synchronizes off-hook checks when multiple intermittent dial tone detection and visual signaling devices are attached to the same line so that only one check is made per calling event for a single line.
- (g) Does not block dial tone to a customer attempting to initiate a call as an off-hook intermittent dial tone detection check is occurring.
- (h) Does not use more than 8 micro-amps of direct current (DC) from customer line loop, except that the device may draw loop DC sufficient to make authorized off-hook checks.

# ITEM 4. CONDITIONS

The following miscellaneous terms and conditions are applicable to the connection of customer-provided terminal equipment under this Program:

(a) When the property owner assumes the responsibility for all inside wire in a multitenant building and multiple demarcation points are located in an entrance room or closet, insulation displacement connectors on a common block are acceptable demarcation between CityWest network facilities and competitively supplied inside wire.

# TARIFF PAGE

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(b)	Except	for jac	k-plu	ıg-cord	ensem	bles (	telep	phone	exter	isio	n cord	s) ar	nd '	various	plug
	adaptor	units,	this	equipme	ent ma	ay no	t be	conne	ected	to	public	or s	sem	nipublic	coin
	telepho	ne serv	ice.												

- 2. Interpositioned equipment arrangements are those which require that Company provided equipment gain access to the Company's network facilities through customer- provided terminal equipment. Customer- provided equipment may be interpositioned at the customer's premises either between the Company- provide equipment and the network or between items of Company- provided equipment subject to the following:
- (a) Customer-provided equipment to be connected in and interpositioned configuration must be IC certified or otherwise legally attachable in accordance with this item (see F. following).
- (b) Equipment interfaces intended for connection to the network either directly or through other terminal equipment will be plug-ended. Other equipment interfaces and network facilities will be jack-ended.
- (c) The owner of the host terminal equipment shall be responsible for providing the appropriate portion(s) of the connecting arrangements.
- (d) The Company makes no representation as to the quality of transmission over an interpositioned configuration not to the continuing compatibility of the customer-provided equipment with Company-provided services and equipment. Maintenance responsibility for Company-provided equipment so connected is limited to assuring that the Company-provided equipment is functioning properly (see A.4. preceding).
- 2. Except for acoustically or inductively connected equipment, this equipment may be arranged for connection to the Company's facilities by means of standard jack and plug-type connecting arrangements which are specified in IC's certification specifications and in the Company's tariffs or, in the case of multi-tenant buildings, by means of insulation displacement connectors. Jack and plug connections shall be made in such a manner as to allow for easy and immediate disconnection of the terminal equipment by untrained persons. Standard jacks and plugs shall be so arranged that, if the plug connected thereto is withdrawn, no interference to the operation of equipment at the customer's premises, which remains directly or indirectly connected to the telecommunications network, shall occur by reason of such withdrawal.
- 3. In the case of a modular terminal equipment package, consisting of a basic terminal component (that which connects to the network point-of-interface or "host terminal equipment") and one or more additional components of non-integrated ancillary equipment, all of the additional components must connect to the basic terminal component, and to each other, through hardwired connections and/or by means of proprietary non-T.A.P. standard, plug and jack-type connecting arrangements. Also, all such modular components which may affect compliance must be certified by IC as an operational system and otherwise comply with the terms and conditions specified in

as an operational system and otherwise comply with the terms and conditions specified in this Item. In the case of such packaged systems, only the host terminal need bear a label provided by IC.

Where host terminal equipment is equipped for the through connection of other terminal equipment or auxiliary terminal equipment (but not ancillary equipment – see paragraph preceding), the basic and additional components may be certified as a package and/or as separate units of terminal equipment subject to the following:

- (a) If the other terminal equipment and/or auxiliary terminal equipment components certified as a package with the host terminal equipment and if such components are connected to the host terminal equipment through hard-wired connections and/or by means or proprietary non T.A.P.-standard plug and jack-type connecting arrangements only the host terminal equipment need bear a certification label provided by IC. The unlabelled components may not be connected to other types of host terminal equipment unless so certified and labelled, and equipped with a T.A.P.-standard plug.
- (b) If the other terminal equipment and/or auxiliary terminal equipment components and the host terminal equipment are separately certified and if such components are to be connected to the host terminal equipment through T.A.P.-standard plug and jack-type connecting arrangements, then the host terminal equipment and all components must bear a certification label provided by IC.
- (c) Where a T.A.P.-standard plug and jack-type connecting arrangements are utilized to effect connection(s) between the host terminal equipment and other terminal components, customer/user substitution of other certified terminal equipment is permitted.
- (d) Should certification procedures for ancillary equipment and components (e.g. headsets, key system line cards, etc.) be developed and adopted, such certified equipment, may not be connected to Company-provided host terminal equipment unless permission is obtained from the Company prior to such connection.
- (e) If the T.A.P. standard plug has been removed from the other certified terminal equipment or certified auxiliary terminal equipment to permit its use as a hardwired component, such plug must be restored prior to reuse of that equipment for direct connection to the network. The standard plug shall only be removed and restored by duly qualified personnel (see D.16. following).
- 5. Items of certified customer-provided single line terminal equipment may be connected to pressure-contact-type jacks. However, 42A-tupe connecting blocks, which accommodate such jacks, are not available for new installations or off-premises moves.
- 6. Provided they are compatible with Company-provided jacks, jack-plug-cord ensembles (telephone extension cords) not exceeding 8 metres in length, plug adapter units, and single line and multi-pin bridging adapters may be utilized to connect terminal equipment to the Company's facilities.

- 7. Simultaneous one-way transportation terminal equipment may be connected in accordance with D.3. preceding.
- 8. Sharing or reselling of customer-provided terminal equipment is permitted subject to the conditions of Item 24.
- 9. Combinations of certified terminal equipment and other legally attachable terminal equipment (see F. following) are permitted provided that such combination are attached in accordance with the provisions of the Company's Tariffs.
- 10. The customer shall notify the Company when certified multiline terminal equipment is to attached; such notification shall include the manufacturer's name and/or name of certification holder, the model number(s), type(s) of equipment, certification number(s), interface code(s), and connecting arrangement code(s) as specified by the manufacturer.
- 11. The installation of certified multiline terminal equipment shall comply with the installation requirements as specified in the most recent issue of IC 's Certification Specification CS-03 as follows:
- (a) General Requirements
- i) Terminal equipment shall be installed in such a manner that IC's certification requirements will continue to be met when the terminal equipment is installed and connected to the Company's facilities.
- ii) Prospective users and installers of terminal equipment shall determine, in advance of an installation, the terms and conditions, as outlined in CS-03, and hereunder, under which the installation of the terminal equipment and associated wiring may be connected to the Company's facilities.
- iii) The installer(s) shall attest to the following installation and acceptance tests:
- (11.(b) and (c) following),
- (b) Wiring Installation Attestation
- i) At least ten working days prior to connecting the installation to the Company's facilities, or completing a significant addition or change to the installation, the installer shall complete Part I of an Installation Attestation Form, which form shall then be posted permanently on the job site (See IC document TRC.52 issue 6).

- (ii) Upon successful completion of the acceptance tests specified in CS-03 and below, the installer shall complete Part II of the Installation Attestation form, provided that should the installation, or any portion thereof fail to meet the acceptance tests, such installation or portion thereof shall be disconnected and remain disconnected from the Company's facilities until such time as the acceptance tests can be met and the Part II form is completed.
- (iii) An addition or change to an installation shall be considered significant when the number of extensions added, replaced or reconfigured exceeds:
  - a) 50, and
  - b) 20 percent of the total extensions that were in place prior to such an addition of change
  - (c) Acceptance Tests
- (i) All applicable tests described in the Terminal Equipment Installation Wiring Section of CS-03 shall be performed at each terminal equipment network interface.
- (ii) In order to ensure that all the wiring conforms to requirements, appropriate tests calls, as described in the Acceptance Tests subsection of CS-03, muse be made, to and from each major location on the customer's premises.
- (iii) Major location shall be defined as:
- (1) Each building on a customer's premises.
- (2) Each floor of each building.
- (3) For buildings whose floor areas are large enough that a floor is served by several telephone equipment rooms, the areas served by each equipment room.
- (iv) The Company may, at its discretion, monitor the acceptance testing on site, from its tests center, or otherwise.
- 12. Routine repairs and maintenance of certified terminal equipment are permitted so long as:
- (a) The repair operation restores the equipment to the same functional operation it had prior to the failure that resulted in the repair.
- (b) The components needing replacement are replaced with components comparable to the original parts.
- (c) The repair or maintenance operation is conducted by duly qualified personnel.

- 13. In accordance with IC's specifications, all certified terminal equipment shall bear a load number that is identified by the certification holder on the unit of certified equipment and in the instructions or operating manual with the terminal equipment. The load number assigned to each terminal device denotes the percentage of the total load allowed to be connected to a telephone line that is used by the device. The termination on a line may consist of any combination of devices subject only to the requirement that the total of the load number of all the devices does not exceed the figure 100. Load numbers provide the customer with an indicator which warns when no additional equipment should be added to a telephone line to prevent overloading thereon.
- 14. The Company will, at the customer's request, provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit customer-provided terminal equipment to operate in a manner compatible with telecommunications services. The Company shall determine the maximum number of ringers allowable on any particular line.
- 15. Key telephone systems must be configured and installed to meet the definition as given in the glossary of terms of Certification Specification CS-03 off IC.
- 16. The minimum qualifications for supervisors or craft employees attesting to the installation of multiline terminal equipment and performing acceptance tests in accordance with the DOC specifications and for the performance of routine repairs and maintenance on such terminal equipment are as follows:
- (a) At least (6) months of on-the-job experience in installing and/or maintaining similar terminal equipment and wiring.
- (b) Training from the manufacturer, or that which the certification holder deems equivalent, for the specific terminal equipment being installed and/or maintained.
- (c) Familiarity with the Canadian Electrical Code, Part I requirements as issued by the Canadian Standards Association.
- (d) The supervisor and the craft employee can be the same person.

#### ITEM 5. ALTERNATIVES TO THE **TERMINAL ATTACHMENT PROGRAM**

- 1. As an alternative to the Terminal Attachment Program, network non-addressing terminal equipment may be electrically connected though Company provided couplers, provided that such equipment is manufactured before the date(s) outline in F. following.
- 2. In addition to A. and E.1. preceding customer-provided terminal equipment may be connected to the Company's facilities using jack and plug equipment (provided as specified in the Company's Tariff's) under the terms of an agreement and pursuant to Telecom Decisions CRTC 80-13, CRTC 81-19, CRTC 81-23 and also CRTC 82-14.
- 3. To protect the public network, non-certified customer-provided equipment may be acoustically or inductively coupled to certified terminal equipment provided that it complies with the following minimum specifications, measured at the network interface of the terminal equipment.

# (i) IN-BAND TRANSMITTED SIGNAL POWER

- (a) The power of all signal energy in the frequency band below 3995 Hz delivered by the coupled device via the terminal equipment to the network interface shall not exceed --9dBm when averaged over any three second interval.
- (b) The power of all signal energy in the frequency band below 3995 Hz delivered by the coupled device via the terminal equipment to the network interface shall not exceed +3 dBm when averaged over any 250 ms interval.

# (ii) OUT-OF-BAND TRANSMITTED SIGNAL POWER

The coupled device via the terminal equipment shall not impress between Tip and ring terminals, AC signals exceeding those values given below:

(a) Metallic Voltage, 3.995 KHz to 4.005 kHz range:

Frequency Range	Maximum Voltage Level	Metallic	Terminating
		Impedance	
3.995-4.005 kHz	-29dBV	600 ohms	

# (b) Metallic Voltage 4 kHz to 1 MHz range:

The root-mean-squared voltage averaged\* over 100 milliseconds at the telephone connections of the coupled device via the terminal equipment, in all possible bands within the frequency range 4 kHz to 1 MHz shall not exceed the limits given below:

Frequency Range	Maximum Voltage Level in all 8 KHz Bands	Metallic Terminating Impedance
4 kHz to 12 kHz	-(6.4+12.6 log f) dBV	300 ohms
12 kHz to 90 kHz	(23-40 log f) dBV	135 ohms
90 kHz to 1 MHz	-55 dBV	135 ohms

where f=center frequency in kilohertz of each of the possible 8 kHz bands beginning at 8 kHz.

dbv=20 log10(voltage in volts)

• Average magnitudes may be used for signals that have a peakto-rms ratio of 20 dB and less. Root-mean-square limitations must be used instead of average values if the peak-to-rms ratio of the interfering signal exceeds this value.

# (iii) SIGNAL FREQUENCY RESTRICTION

The signal power delivered by the coupled device via the terminal equipment to the network interface in the band 2450 to 2750 Hz shall be less than the power present simultaneously in the 800 to 2450 Hz band.

#### (iv) DTMF CONTROL SIGNALLING TONES

DTMF control signals transmitted by the coupled device via the terminal equipment at the network interface shall comply with the following requirements:

(a) Each signal shall consist of two sinusoidal tones.

(b) Each signal shall consist of one tone from a high group of frequencies and one tone from a low group of frequencies, as specified in the matrix below, as appropriate:

1209 Hz	1336 Hz	1477 Hz	1633 Hz	
1	2	3	(X)	697 Hz
4	5	6	(X)	770 Hz
7	8	9	(X)	852 Hz
*	0	#	(X)	941 Hz

- (a) The maximum frequency deviation of each tone shall not exceed 1.5%.
- (b) Each DTMF signal shall have the signal to digit, symbol, or character relationship specified in the matrix above, as appropriate. The digit positions marked (X) are not presently assigned a specific symbol.

# (v) IN-BAND TRANSMITTED DTMF SIGNAL POWER

DTMF network control signals transmitted by the coupled device via the terminal equipment at the network interface shall meet the following requirements:

- (a) The maximum difference in power levels between the signal frequency components shall not exceed 4 dB.
- (b) The power level of the high frequency component shall equal or exceed the power level of the low frequency component.
- (c) DTMF signal power levels shall meet the following requirements:
- ♦ Nominal power per frequency –6 to –4 dBm
- ♦ Maximum power per frequency pair +2 dBm
- ♦ Minimum power high group -10dBm
- ♦ Minimum power low group -12 dBm
- (d) DTMF signals transmitted by autodiallers shall not exceed 0 dBm average power over any three-second interval.

# (vi) IN-BAND EXTGRANEOUS ENERGY

The Total power of all extraneous frequencies, transmitted by the coupled device via the terminal equipment at the network interface, shall be at least 20 dB below the power level of the DTMF signal. This requirement applies to signals coincident with the DTMF 500 signal the voice band from Hz3995 in Hz.

# (vii) DTMF TONE LEAK

In the off-hook mode in the pre-signaling state and during the interdigital interval, DTMF tone leak transmitted by the coupled device via the terminal equipment at the network interface shall not exceed -55 dBm.

- (viii) For test methods refer to CS-03, Issue 5.
  - (a) As an alternative to the certification of terminal equipment, customer-owner network production devices (NPDs) may be connected between the terminal equipment interface(s) and the network facilities provided that they have been certified by IC under the terms and conditions of the T.A.P. and that they bear an IC label indicating such certification.

Uncertified analogue terminal equipment which is used by Radio Common Carriers to provide conventional radio service, as well as uncertified analogue data circuitterminating equipment such as modems, may be connected via certified network protection devices type NPD-1 which are intended for use with analogue voice band signals that are below 4 kHz.

- (b) Other uncertified analogue terminal equipment may be connected via certified network protection devices type NPD-2 which limit the frequency of input analogue voice band signals, to the network, to below 4 kHz.
- (c) Uncertified network addressing terminal equipment which is connected via certified network protection devices, type NPD-1 or NPD-2, shall be capable of transmitting network control signals, whether rotary dial pulses of DTMF tones, that will not interfere with normal operation of network equipment. Refer to CS-03 for specific parameter values. Uncertified terminal equipment that is capable of automatic dialing shall not exceed the limitations on repeated calls to a given number as specified in CS-03.
- (d) The signal power delivered by terminal equipment in the band 2450 to 2750 Hz shall be less than the signal power present simultaneously in the 800 to 2450 Hz band.

#### ITEM 6. **IMPLEMENTATION OF TELECOM DECISION CRTC 82-14**

In accordance with Telecom Decision CRTC 82-14, dated 82 11 23, the following terms and conditions shall apply to the connection of terminal equipment under the T.A.P. and to that which is connected as specified in E.2. preceding:

- A. Single line terminal equipment of a type already in service pursuant to the Company's Tariffs, or the standards approved under the interim decisions, and manufactured prior to 83 06 01 may remain in service or be attached without further attestation or certification unless subsequently modified. In order to be attached by either a carrier or a customer, single line terminal equipment manufactured after 83 06 01 may remain in service or be attached without further attestation or certification unless subsequently modified. In order to be attached by either a carrier or a customer, single line terminal equipment manufactured after 83 06 01 must be of a type certified by IC as meeting the appropriate TAPAC standards and bear an IC label indicating such certification.
- B. Multiline terminal equipment of a type already in service pursuant to the Company's Tariffs, or the standard approved under the interim decisions, and manufactured prior to 83 09 01 may remain in service or be attached without further attestation or certification unless subsequently modified. In order to be attached by either a carrier or a customer, multiline terminal equipment manufactured after 83 09 01 must be of a type certified by IC as meeting the appropriate TAPAC standards and bear an IC label indicating such certification.

#### **CONSTRUCTION CHARGES**

# **CONSTRUCTION CHARGES**

# ITEM 1. GENERAL

Exchange service rates and charges provide for a reasonable amount of plant for each subscriber. When the Department provides excessive length of circuits or incurs unusual installation costs, a construction charge based on the cost involved may be made in addition to other charges.

The Department reserves the right to determine the type of location of facilities and the time at which it does its work. If the customer requires a departure from the foregoing, an additional charge will be made.

# ITEM 2. SUBSCRIBER'S PREMISE

The Department will furnish, own and maintain all wires and cables on the subscriber's premise unless it considers the location to be hazardous or access is denied.

The Department will provide up to 750 route feet of entrance cable and 300 feet of station connection between buildings. All inside station wiring will be provided. Wiring provided in excess of these limits will incur a construction charge in addition to service charges.

The cost of any necessary supports of housings will be borne by the subscribers and must be to the standards of the Department.

Where interior distribution wiring is concealed, the subscriber will install ducts or other housings to the Department's standards. An exception to the foregoing requirements for cost may occur when the Department elects to prewire during construction. The Department does not guarantee that subsequent changes or additions to wiring installed during construction will be concealed.

#### **MILEAGE RATES**

#### MILEAGE RATES

# ITEM 1. EXCHANGE LINE MILEAGE

# A. DESCRIPTION OF SERVICE

**VOICE** Exchange Line Mileage charges apply to exchange service situated beyond the base rate area and vary with the grade of service furnished.

**DATA** Each Information System Access (ISA) situated outside the base rate area.

# **B. RATES**

Applicable to individual main stations and PABX trunks situated outside the base rate area. Air line measurement between service location and nearest point on base rate area boundary.

	Rate per month		
	<b>Voice</b>	<u>Data</u>	
Each quarter mile of fraction:			
Individual line or PABX Trunk Service	\$1.65	\$1.80	

# C. CONDITIONS

The above rates are in addition to the rates and charges for all other services furnished.

# ITEM 2. EXTENSION LINE MILEAGE

# A. DESCRIPTION

Extension Line Mileage applied to circuits serving off-premise PBX stations and lease lines.

#### **B. RATES**

	Rate Per Month	
	<b>Voice</b>	<u>Data</u>
(a) Where the terminals of the line are on		
separate premises in the same building	\$5.10	\$5.30
(b) Where the terminals of the line are		
in Different buildings on same premises	\$5.10	\$5.30

#### MILEAGE RATES

# ITEM 2. EXTENSION LINE MILEAGE (Continued)

Rate per Month Voice & Data

2. Where the terminals of the line are not on the same premises or continuous property:

First Quarter Mile \$24.00 Each Additional Quarter Mile \$7.10

#### C. CONDITIONS

- 1. Rates quoted above are in addition to the rates and charges for the terminating equipment and all other services provided.
- 2. The Mileage for off-premise extensions where control equipment at the main station makes it necessary to duplicate the circuit, shall be measured from the location of the extension station to the location of the main station via the central office.
- 3. The Mileage for off-premises PBX stations shall be measured from the location of the off-premises station to the location of the PBX via the central office.
- 4. The Mileage for lease lines shall be measured from the location of each terminal, via the central office.
- 5. Where it is possible to provide service by means of a direct circuit between the terminals, the mileage charge may, at the discretion of the Department, be based on direct point to point air line mileage.

# ITEM 1. SERVICE CHARGES

# A. General

- i) A service charge applies when the Company provides service, equipment and /or facilities to its customer, including a change of premises for an existing customer and when the Company, at the customer's request, performs work for them. A service charge also applies for the restoration of service suspended for violation of regulations.
- ii) Service charges apply in addition to other rates and charges unless otherwise stated.
- iii) The same service charge applies whether the required equipment or facility must be installed or whether it is reconnected after disconnection and in the later case includes the relocation of that equipment to meet the customer's requirements. The service charge applies for a change of a facility (channel) from one type to another.
- iv) In general a service charge applies for each item of service or equipment.
- v) Partial temporary disconnection of service is the restriction of access to message toll service when an individual-line business or residence customer fails to comply with the conditions specified Section 1 of the Company's General Tariff. Partial temporary disconnection may be applied at the Company's discretion, to customers served from central office equipped with electronic switching as an alternative to temporary disconnection. Restoral of full service will be affected when payment in full is received or deferred payment arrangement acceptable to the Company has been agreed to with the customer.
- vi) Partial temporary disconnection is also applied for non-payment charges purchased from, or billed on behalf, of any long distance service providers that are not disputed.

# **B.** Additional Service Charges

- i) An additional charge may be made based on the additional actual expense incurred when:
- a) It is necessary for the Company to install a special assembly of equipment or incur unusual expenses in order to meet the particular service requirements of a customer, or
- b) A customer stipulates the performance of work outside regular working hours or other conditions that cause unusual expense. See Section 1-C.

ii) For outside work affecting wires, cables, poles and other equipment located on a customer's premises, a service charge may be made based on the actual expense incurred by the Company.

# C. Exemptions From Service Charges

- i) A service charge does not apply for the following:
- a) The removal of CityWest owned service, equipment, and/or facilities except as stated in B.i).b) above.
- b) Work that the Company initiates for service reasons.
- c) The re-establishment of service at the same or different premises after interruption caused by damage to the customer's premises, such as fire, theft is charged subject to the individual submitting insurance claim. An extension of payment terms may be granted based upon circumstances.
- d) For the provision of receiver-amplifier equipment.
- e) For the replacement of a telephone, and including the change of location, nor for the installation of miscellaneous equipment when a Company employee visits a premise due to a Company-initiated conversion program.
- f) Other exceptions to the application of service charges are specified in Section 1.

# **D.** Multi-Element Service Charges

i) Customer's request for service which involve installing, reconnecting, moving or changing telephone lines, sets, associated miscellaneous equipment, other services and records, are divided into three basic service charge elements. One or more of these elements apply when the requested service is provided except where otherwise stated in this General Tariff.

ii) The three service charge elements are described as follows:

# a) ADMINISTRATION CHARGE.

An Administration Charge applies to work involved in receiving, recording and processing information necessary to comply with a customer's request.

An administration charge is applied once for each customer's request, regardless of the number of items to be completed if work is to be carried out on the same premises at the same time for the same telephone number.

# b) NETWORK CHARGE

A Network Charge applies to work done in the Company's central office and elsewhere when it is necessary to connect the customer's telephone line to the network. This work involves extending the telephone line from the customer's line to the network. This work involves extending the telephone line from the customer's premises to the serving central office and making appropriate connections within the serving central office.

# A Network Charge applies:

For each telephone line connected to the network;

For other bridging connections carried out in the central office;

For each customer's request that results in a change in telephone number.

# c) WORK CHARGE

A Work Charge will be applied for each additional function performed by the technician.

A Premises Work Charge applies for each item of work carried out at the customer's request and one the customer's premises to move or change a telephone line and/or other miscellaneous equipment.

A Premises Work Charge does not apply if:

One or more telephone and/or items of equipment are in place at the time service is established and no move or change of the telephones and/or equipment is requested by a customer;

# D) RATES AND CHARGES

Service Charges Schedule – General Work

Elements of Service Charges	Service Charges – Residence	Service Charges – Business
a) Administration Charge	\$20.75	\$35.50
b) Network Charge	\$15.00	\$24.00
c) Field Connection (1 hour estimated)	\$66.00	\$66.00
d) Additional Work (1/2 hour increments)	\$33.00	\$33.00
e) Feature activation	\$10.00	\$10.00

- i) Prewire and Service Installation Completion Schedule
- a) Prewires will be done at an hourly rate of \$66.00 per hour plus materials. Billing will start when the serviceman leaves the CityWest premises and ends then they return.
- b) Installation of jack plates prior to installation of service will be done at \$66.00 per hour plus materials.
- c) Installation of jack plates during installation of service will be included in installation prices under General work above.
- d) Prewires and installation of Jack plates prior to installation of service will incur only one Administration Charge.

# ITEM 2. HOURLY RATES

1. Installation, maintenance, additions, moves, rearrangements and repair service on designated services are provided at hourly rates specified in (a) and (b) below. For regular working hours a one hour minimum applies. For other working hours a two hour minimum applies.

a)	Regular working hours (Note.1)		
	For the first hour or fraction	\$75.00	
	For each additional 15 minutes or fraction	\$18.75	
b)	Other working hours (Note.2)	\$132.00	
	For each additional 15 minutes or fraction	\$33.00	

Notes: 1.	Regular working hours for installation, addition, move or rearrangem	ent
functions are N	onday to Friday 8:00am to 4:00pm. (excluding holidays)	

2. Other working hours refers to hours outside of regular working hours.

#### COIN TELEPHONE SERVICE

# **COIN TELEPHONE SERVICES**

# ITEM 1. PUBLIC COIN TELEPHONE SERVICE

# A. DESCRIPTION OF SERVICE

Public coin Telephone Service consists of the provision of an exchange station, equipped with a coin collecting device, at a location chosen or accepted by the Company as suitable and necessary for furnishing service to the general public.

# **B. RATES**

Local Messages \$0.25

Long Distance Per standard toll rates

#### C. CONDITIONS

- 1. Public coin telephones shall be installed at the initiative or option of the Department, in places chosen or accepted by the Department as suitable.
- 2. Public coin telephone service at any location may be terminated by the Department at any time, if the public coin telephone stations should prove unsatisfactory to the Department.
- 3. The Department shall furnish and display such of its standard signs as are necessary to advertise public coin telephones.
- 4. Public coin telephones shall not be listed in the Department's directories.

# ITEM 2. SEMI-PUBLIC COIN TELEPHONE SERVICE

#### A. DESCRIPTION OF SERVICE

Semi-public Coin Telephone Service consists of the provision of an exchange station equipped with a coin collector which is installed with the approval of the Department in locations to which both the subscriber and the general public have access, the minimum monthly receipts being guaranteed by the subscriber.

#### COIN TELEPHONE SERVICE

# **B. RATES**

1. Minimum Monthly Guarantee \$30.00

2. Enclosures furnished only at the discretion of the Department:

(b) Enclosure 6.20 monthly (c) Recessed enclosure 8.20 monthly

Local Messages .25

Long Distance Per standard toll rates

# C. CONDITIONS

- 1. Semi-public coin telephone service shall be furnished at the option of the Department in locations where; there is an appreciable demand for service on the part of transients; there is a collective use of the service by a number of guests, members, employees or occupants; or there is a combination of transient and subscriber usage.
- 2. The subscriber shall indemnify the Department against all loss, by reason or on account of any damage to the instrument from any cause whatsoever, and the service shall be liable to suspension and termination in the case of non-payment of account or violation of the Department's regulations under the same rules as govern ordinary exchange service.
- 3. Collections shall be made at intervals to be determined by the Department. If the receipts collected for local messages originating at the semi-public coin telephone stations are less than the amount of the minimum charge, the subscriber shall be required to make up the deficit, which shall be payable on demand. Receipts in excess of the minimum charge of any collection period shall not be credited against shortage for any other collection period.
- 4. Service charges as specified in Section 6 apply to semi-public coin telephone service.
- 5. Any additional charges, of any nature whatsoever, shall be billed to the subscriber and shall be payable in advance. Receipts in excess of the minimum charge shall not be acceptable in payment of such charges.
- 6. The Department shall furnish and display such of its standard signs as are necessary to advertise semi-public coin telephone service, where it is desired to attract the attention of the transient public.

# COIN TELEPHONE SERVICE

- 7. One free listing in the alphabetical section of the Department's directory shall be provided with each semi-public coin telephone service.
- 8. Semi-public coin or non-coin box extension stations may be installed at standard extension rates when, in the opinion of the Department, they are warranted for service requirements. Non-coin box extensions shall be restricted to incoming service only.

#### Item 3.

# **Compensation Per Call**

# A. Service Description

The Assessment of an access charge for each toll-free call from a Prince Rupert CityWest phone public or semi-public telephones is referred to as "compensation per call".

# **Terms and Conditions**

- (a) The compensation per call charge applies to the IXC, for each completed toll-free call that originates from a CityWest payphone and is carried by the IXC', except in limited situations where the toll-free call cannot be captured due to technical limitations.
- (b) Additional toll-free calls initiated through the use of the "next call" key on the pay telephone are also subject to the compensation per call charge. However, additional toll-free calls achieved through the use of dialing sequences on the IXC's platform are not subject to the compensation per call charge.
- (c) Toll-free calls are considered completed when the call is answered.
- (d) Each month, CityWest will send the IXC a composite electronic list of the toll-free numbers that originated at CityWest pay telephones and were carried by the IXC. This list will include the toll-free numbers that were called and the number of times they were called in the previous billing period. This information is available on a disaggregated basis by originating exchange and, if so requested by the IXC, will be provided in that manner beginning with the first complete billing period following the request.
- (e) Call detail recording is not provided.

# F. C. Charges

(a) The compensation per call charge for each toll-free call is shown below. This charge will be attributed to CityWest for each toll-free call routed over that particular CityWest network.

Payphone per call compensation, Each toll-free call......\$0.2382

Moved to page 8-23

# ITEM 2. SERVICE TO SHIPS AND TRAINS

# A. DESCRIPTION OF SERVICE

Service to ships and trains is regular exchange furnished by means of a telephone line terminated on the wharf or station platform in a special weatherproof jack. The interior wiring is terminated on a similar weatherproof jack mounted on the outside of the ship or railroad car, and connection is completed by means of a flexible cable terminating in weatherproof plugs.

# **B. RATES**

		Rate Per Month	<u>Service Charge</u>
1.	Each individual Line Main Station	Section 2.4	
	First Exchange Line (Business Individual	ual or trunk)	
	Each Additional exchange Line		\$122.00
	Each Reconnection Charge to an Exist	ing	\$62.00
	Assigned number	_	

# C. CONDITIONS

- 1. If the wiring in the ship or car terminates in a permanently installed telephone instrument, the subscriber shall be required to pay a deposit, equal to the value of the instrument, which shall be refunded on return of the instrument in as good condition as when supplied. Reasonable wear and tear excepted; while in the case if termination in interior lacks, the subscriber shall be required to remove the portable telephone or telephone on the departure of the ship or train and be responsible for their safekeeping.
- 2. The subscriber shall be held responsible for all toll calls originated or accepted at such ship or train telephones.
- 3. The subscriber shall be required to pay the actual cost of labour and material required to:
- (a) Wire the ship or car and equip the ship or car and the wharf or station platform with the necessary interior and exterior Jack.
- (b) Furnish the flexible cable and plugs required to connect the exterior jack on the ship or car to the exterior lack on the wharf or station platform.
- (c) Make repair and replacements of lacks, cords, plugs and ship or car, and on the wharf or station platform.

# ITEM 3. NETWORK SPECIAL SERVICE

# A. DIGITAL CHANNEL SERVICE

# A. GENERAL

- 1. Digital Channel Service (DCS) is furnished for point-to-point digital data transmission at asynchronous speeds of 2.4, 4.8, 9.6, 19.2 Kbps, or synchronous speeds of 2.4, 4.8, 9.6, 19.2 and 56.0 Kbps, between service points in the same serving area.
- 2. Service is furnished subject to the availability of suitable facilities.
- 3. The company determines the exchanges where service may be provided.
- 4. Dual channel capability is limited to where suitable facilities are available.
- 5. The service consists of the following four components:

# (a) Station

Provides a digital data unit located at the customer's premises. Two types of standard interface are available, RS, 232 and V.35.

# (b) Access

Provides the customer with a digital local loop from the customer's premises to the serving central office.

# (c)Link

Provides the central office equipment required to connect access loops within the same central office or between central offices.

The optional multi-point feature provides the central office equipment required to connect access loops in a multi-point or multi-drop configuration within the same central office of between central offices.

# (d) Network

Provides the digital transmission between central offices required to connect accesses whenever they are located in different central offices.

#### **B. RATES**

The following rates provide for the appropriate DCS components required to configure the customer's network:

		Rate Per month	Service Charge
1.	STATION Digital Data Unit, each service point Rs.232 interface connection	\$40.00	\$50.00
	V.35 interface connection	\$40.00	\$50.00

Note: 1. The service charge provides for the installation, movement or re-arrangement of the Digital Data Unit.

#### 2. ACCESS

Access to the serving central office -each access \$60.00 \$100.00

#### 3. LINK

a)	Standard Link, each access		
	-2.4 to 9.6 Kbps	\$20.00	(Note 2) Note 3
	-19.2 and 56 Kbps	\$40.00	(Note 2) Note 3
b)	Multi-point Feature,		
	each access	\$20.00	(Note 2)

#### 4. NETWORK

Inter-office mileage charges, Rate per ½ mile

- 2.4 to 9.6 Kbps	\$4.50	(Note 2)—
-19.6 and 56 Kbps	\$6.70	(Note 2)—

# C. CONDITIONS

- 1. Customers may provide their own digital data units.
- 2. Service extension to Dataroute service will not be permitted.
- 3. Additional charges may apply if unusual costs are encountered in order to provide DCS.

#### Notes:

- 1. Applies to each customer access, for all speeds, to the serving central office.
- 2. For dual channel capability, two Link charges per access apply, and if applicable, two Network charges if service is provisioned between two different central offices. Respective rates by speed apply to each channel. If applicable, two multi-point features charges per access also apply.
- 3. A service charge of \$50.00 applies to any request for a speed change or circuit reconfiguration which does not require a customer premises visit.
- 4. For multi-point service, the mileage between all serving offices will be totalled (shortest total routing) and rated as specified in B.4.

# ITEM 3. SWITCHED 56 DATADIAL

## C. Switched 56 Datadial

# 1. Description of Service

Switched 56 Datadial is a non-featured digitial service between the customer's premises and the Central office DM5-b. The service provides a single 7 digit directory number and access to the local PSTN/DSN at data transmission speeds up to 56 KBps.

## 2. Features

There are no optional features associated with Switched 56 Datadial. Long distance calls made from a Switched 56 Datadial line are charged at regular long distance rates, and are included in any long distance plans to which the customer may subscribe.

# 3. Terminal Equipment

Switched 56 Datadial access must be connected at the customer's premises to Company provided terminal equipment or to compatible customer-provided equipment approved by the Department.

# 4. Applications

Switched 56 Datadial combined with the DSN core network is ideal for many new, growing applications which require higher bandwidth than is available with analog modems, the ability to dial any properly equipped destination as easily as dialing a regular voice call and pay-as-you-use charging as on the regular voice long distance network. Some of the most important applications of this kind are:

- ♦ Dialup Videoconference
- ♦ Desktop Multimedia
- ♦ File Transfer
- ♦ Remote LAN Access

## E. CONDITIONS

Switched 56 Datadial is provided at the Company's discretion within the exchange, subject to the availability of suitable facilities.

Switched 56 Datadial may not be available in all areas of the Central Office due to transmission limitations.

Service charges of \$250.00 shall apply for the installation of this service. Should it be necessary to incur any unusual expenses to meet special requirements, an extra charge may be applied based on the cost of the equipment or service provided.

One Data Unit Device, either Company-provided, is required per Switched 56 Datadial access.

#### 5. RATES

The monthly rate covers line rental and local calling.

Description	Monthly Rate	Service Charge
Switched 56 Datadial	\$100.00	\$250.00(note)
Data Unit Device	\$90.00	(Actual cost)

Note: Regular Order Processing and Premises Visit charges are in addition.

# ITEM 4. REMOTE CALL FORWARDING (RCF)

## A. DESCRIPTION OF SERVICE

Remote Call Forwarding Service (RCF) enables a business or residence subscriber to receive long distance message toll calls at no charge to the calling party and is provided by assigning a local telephone number in the distant exchange. RCF is furnished only to individual line and private branch exchange subscribers.

# **B. RATES**

	Rate Per Month	Service Charge
RCF Service-Business	\$27.46	Section 6
RCF Service-Residence	\$19.16	Section 6

## C. CONDITIONS

- 1. The above rates entitle the subscriber to one free listing in the alphabetical section of the directory.
- 2. Regular subscriber-dialed station-to-station rates are in addition to the foregoing rates and apply to each call.

CITYWEST GENERAL TARIFF

## TARIFF PAGE

CRTC 25700 3<sup>RD</sup> REVISED PAGE 8-9 CANCELS 2ND REVISED

# DIGITAL NETWORK ACCESS

To save for future submissions.

**AUTHORITY TELECOM ORDER CRTC 2001-412** 

**EFFECTIVE: JUNE 1, 2001** 

# ITEM 6. DIGITAL NETWORK ACCESS

## A. General Description

Digital Network Access is furnished for the digital transmission of information at speeds of less than 1.544 Mbps, DS-1 or DS-3 from customer's premises to the rate centre to connect with Long Distance Carriers designated network services.

## **B.** Definition

Intra-exchange: Service from a customer's premise to the Rate Centre where the serving C.O. is the same exchange as the Rate Centre (flat rate circuit).

# C. Components

Access- provides the customer with a digital access facility to connect the customer's station equipment to the serving central office.

Link-provides the central office equipment required to connect:

- 1. An access to an intra-exchange channel
- 2. An access to a network service at the rate centre
- 3. An intra-exchange channel to a network service at the rate centre, and
- 4. An access to an access.

Local Intra-exchange Channel – provides the digital channel facility between central offices in the same exchange whenever, the service application requires one.

#### D. Rates

The following rates provide for the appropriate DNA components required to configure the customer's network:

Sub DS-1 (less than 1.544 Mbps)	Rate per month	Service Charge
Station, Digital Data Unit (May be customer provided)	\$40.00	\$100.00
Access, each	\$60.00	\$300.00
Link, each	\$60.00	N/C

DS-1, DS-3	Rate per month	Service Charge
1. Access per DS-1		
Monthly contract	\$600.00	\$1400.00
1 year contract	\$500.00	\$700.00
2 year contract	\$480.00	\$700.00
3 year contract	\$460.00	\$700.00
4 year contract	\$445.00	\$700.00
5 year contract	\$430.00	\$700.00
2. Link per DS-1 (note 3)	\$60.00	n/c
Link per DS-3 (note 3)	\$95.00	n/c
Intra-exchange		
Channel DS-1	\$240.00	n/c
Intra-exchange		
Channel DS-3	\$945.00	n/c
3. Access per DS-3 (note 2)		
Monthly Rate Contract Period		
1 year contract	\$1700.00	\$2000.00
2 year contract	\$1640.00	\$2000.00
3 year contract	\$1615.00	\$2000.00
4 year contract	\$1590.00	\$2000.00
5 year contract	\$1560.00	\$2000.00
Non contracted (note 1)	\$2675.00	\$4000.00

Note 1: The non-contracted DS-3 Access is only provided where suitable facilities exist. If facilities must be added between the Customer location and the Serving Central Office, additional charges will apply.

Note 2: Customers located in non-serving areas pay the expense incurred or Special Assembly Tariff rates, whichever apply, to subscribe to DS-3 access.

Note 3: When the channel is between the Serving Central Office and the Rate Center, Link Charges as specified above apply at the Serving Central Office and Rate Center.

# ITEM 7. INTRA-OFFICE METALLIC SERVICE

#### A. GENERAL DESCRIPTION

Intra-office Metallic Service (IMS) is available to customers who want to transmit high speed digital data between two locations within the same serving central office area. This service is intended to be a basic digital channels service without the speed or performance guarantees. IMS is totally permissive; only basic line characteristics are supported. Customers are permitted to run digital data at any speed provided normal signal levels are not exceeded. Facilities must be non-loaded. If un-loaded facilities are unavailable, customers must pay for deloading or move to full Digital Channel Service (DCS).

## **B. CONDITIONS**

IMS is point to point only, and must be in the same serving area. IMS is subject to availability of facilities. If non-loaded facilities are unavailable, customers have the option to:

- 1. Order Digital Channel Service.
- 2. Request that the facilities be deloaded for IMS at approximate cost of \$2000.00 for two pairs.

#### C. RATES

Description

•	Monthly Rate	Service Charge
Each IMS Access 2 wire	\$60.00	\$100.00
Each IMS Access 4 wire	\$60.00	\$100.00

**Note 1**: Access charge applies to each end of the circuit

**Note 2**: Service charge applies to each end of the circuit for installation and moves.

CRTC 25700 2<sup>ND</sup> REVISED PAGE 8-13 CANCELS 1<sup>ST</sup> REVISED

# SPECIAL SERVICES

To save for future submissions.

ISSUED DATE: NOVEMBER 26, 2001

**EFFECTIVE: DECEMBER 1, 2001** 

CITYWEST GENERAL TARIFF

## TARIFF PAGE

CRTC 25700 2<sup>ND</sup> REVISED PAGE 8-14 CANCELS ORIGINAL

# SPECIAL SERVICES

To save for future submissions.

To save for future submissions.

CRTC 25700 2<sup>ND</sup> REVISED PAGE 8-15 CANCELS ORIGINAL

# **SPECIAL SERVICES**

To save for future submissions.

**ISSUED DATE: MARCH 23, 2004** 

EFFECTIVE: APRIL 28, 2004

## ITEM 9. DIGITAL EXCHANGE ACCESS

#### A. DESCRIPTION

Digital Exchange Access or DEA is Prince Rupert CityWestephone's service offering to connect Customer Premises Equipment to the Public Switched Telephone Network (PSTN). The service provides a standardized digital interface typically between a PABX and a central office. The access is provided on a DS-1 basis (1.544 megabits/second) which is subdivided into 24 usable channels (DS-0's at 64 Kilobits/second). At the present time the channels associated with DEA DS-1 may only be used to access the PSTN.

#### **B. COMPONENTS**

## **Access**

- a) The Access Facility provides the required digital facilities to connect the customer's premises with a digital central office. The Access Facility is only available on a DS-1 basis consisting of 24 DS-0 time slots.
- b) The PSTN Termination provides the connection between the Access Facility and the PSTN. The PSTN Termination is available on a DS-1 basis that is subdivided into 24 DS-0 time slots. A PSTN Termination is required for each DS-1 Access Facility.

## **Network**

The Network component provides for the use of services, which can be accessed through DEA.

The network usage rates for PSTN connectivity provide for the use of the local exchange network and access to the message toll network.

# Link

The Link component provides the central office equipment required to connect the Access to specific services. No link charge applieS to connect the Access to the network portion of Primary Exchange Service (PSTN connectivity).

# Multi Frequency Signaling (DTMF/MF) – (Feature)

Each DS-0 time slot associated with an outgoing or 2-way PSTN connectivity will be subject to a DTMF/MF charge. As an exception, PSTN connectivity's which are converting from existing DEA Special Assembly arrangements will be grandfathered and maintained as dial pulse signaling.

ISSUED DATE: MARCH 25, 2001 EFFECTIVE: JUNE 1, 2001

## C. OPTIONS

# **Answer Supervision**

Answer supervision is available on a DS-0 time slot basis. If Answer Supervision is selected, all outgoing two-way PSTN connectivities in a DS-1 must be equipped. Answer Supervision provides a signal to the customer's equipment to indicate that a called party has answered.

## **Optional Hunting Arrangements**

If Optional Hunting is selected, all incoming and 2-way DS-0 time slots in a hunt group must be equipped. Optional Hunting provides a means by which an idle circuit in a multiline group is selected for transmission of an incoming call.

# **Direct Inward Dialing Service (DID)**

DID Service provides the ability to access CPBX stations individually on a 7-digit telephone number without attendant assistance.

#### D. AVAILABILITY

The service is available in the Company's serving area. The service is provided at the Company's discretion, subject to the availability of suitable facilities.

## E. CONDITIONS OF SERVICE

Switched Digital Exchange Access requires a Contract and Schedule to be signed by the customer. The main contract indicates the contract period from 1 to 5 years. The Schedule indicates the number of DS-1s to be utilized.

## F. RATES AND BILLING

**Digital Access Facility** 

Service Charge per DS-1 \$700.00

Digital Exchange A	Access DS-1 – Initial 4	Monthly	y Rate per DS-1

1 year contract	\$350.00
2 year contract	\$335.00
3 year contract	\$320.00
4 year contract	\$310.00
5 year contract	\$300.00

Digital Exchange Access DS-1 – Over 4 Monthly Rate per DS-1 (over 4)

1 year contract	\$205.00
2 year contract	\$195.00
3 year contract	\$180.00
4 year contract	\$170.00
5 year contract	\$150.00

# **PSTN Termination**

Service Charge \$0.00

# **Monthly Rates**

DEA PSTN termination per DS-1 \$216.00

# **Link**

No link charge applies for PSTN connectivity.

# **Network**

The quantity and type of connectivity must be specified. The types of connectivities available are:

- ♦ 2-Way
- ♦ Incoming
- ♦ Direct In Dial
- ♦ Direct Out Dial

# PSTN CONNECTIVITY MONTHLY RATE

Monthly Rate per DS-0 \$21.78 Service Charge \$50.00

ISSUED DATE: OCTOBER 1, 1998 EFFECTIVE: NOVEMBER 1, 1998

# PSTN CONNECTIVITY CODES

The quantity and type of connectivity must be specified.

<b>♦</b>	2-Way	Service Charge	\$50.00
<b>♦</b>	Incoming	Service Charge	\$50.00
<b>♦</b>	Direct In Dial	Service Charge	\$50.00
<b>♦</b>	Direct Out Dial	Service Charge	\$50.00

# **DTMF SIGNALLING – FEATURE**

Monthly Rate per DS-0	\$5.00
Service Charge	\$180.00

# **ANSWER SUPERVISION – OPTION**

If this feature is selected, all outgoing or 2-way PSTN connectives DS-0 time slots in a DS-1 must be equipped with this feature.

Monthly Rate per DS-0	\$5.00
Service Charge	\$180.00

# **OPTIONAL HUNTING ARRANGEMENTS – OPTION**

Optional Hunting is available on a DS-0 time slot basis. If this feature is selected, all incoming and 2-way DS-0 time slots in a hunt group must be equipped with this feature. Optional Hunting arrangements at CityWest provide circular, hunt to last, most idle and, reverse sequential hunting.

		Monthly Rate/DS-0	Service Charge
•	Circular hunting	\$2.35	\$180.00
•	Hunt to last Hunting	\$2.35	\$180.00
•	Most Idle Hunting	\$2.35	\$180.00
•	Reverse Sequential		
	Hunting	\$2.35	\$180.00

#### DIRECT-INWARD DIALING NUMBER (DID) - OPTION

DID Service provides the ability to access CPBX stations individually on a 7-digit telephone number without attendant assistance. The monthly rates and service charges for DID Services apply as appropriate to the customer's individual network requirements.

Monthly Rate \$2.65

Note 1: Service Charges – refer to Section 6. Page 6-4 rates and charges

Administration charge \$35.50 and Network charge \$24.00

## G. RESERVED TELEPHONE NUMBER SERVICE

Service Description:

Reserved Telephone Number Service will be offered to the Company's retail customers who subscribe to the Company's business services that utilize telephone number blocks for services such as Centrex, Direct-In Dial (DID) and Digital Exchange Access (DEA). Eligible customers would ensure the right to the reserved telephone numbers for future use, to activate or to port, through payment of a monthly charge.

Rates:

The Customer shall pay to the Company the following rates and charges for DID service. Such rates and charges are in addition to the other rates and charges that may be applicable.

Service Item Monthly Rate

Reserved Telephone Numbers, per number each \$1.00

# ITEM 10. LOCAL DIGITAL SERVICE

# A. GENERAL DESCRIPTION

- 1. Local Digital Service is furnished for the digital transmission of information at a speed of DS-1 between service points in the same area.
- 2. Service is furnished subject to the availability of suitable facilities.
- 3. The company determines the exchanges where service may be provided.
- 4. The service consists of the following three components:

## (a) Station

Provides a digital data unit located at the customer's premises.

# (b) Access

Provides the customer with a digital local loop from the customer's premises to the serving central office.

# (c) Link

Provides the central office equipment required to connect access loops within the same central office or between central offices.

# B. RATES

The following rates provided for the appropriate DAS components required to configure the customer's network:

DS-1	Rate per month	Service Charge
1. Station, Digital Data Unit (May be customer provided)	\$100.00	\$150.00
2. Access per DS-1		
Monthly Contract	\$600.00	\$1400.00
1 year contract	\$500.00	\$700.00
2 year contract	\$480.00	\$700.00
3 yr contract	\$460.00	\$700.00
4 yr contract	\$445.00	\$700.00
5 yr contract	\$430.00	\$700.00
3. Link per DS-1	\$60.00	N/C

ISSUED DATE: FEBRUARY 8, 1999 EFFECTIVE: MARCH 1, 1999

# C. Conditions

Customers may provide their own digital data units.

All local Digital Service outside CityWest's base rate area will incur an additional mileage charges, in addition to the above rates for service within CityWest's base rate area.

ISSUED DATE: FEBRUARY 8, 1999 EFFECTIVE: MARCH 1, 1999

# ITEM 11. EMERGENCY REPORTING AND ALERTING SERVICES 911 PUBLIC EMERGENCY REPORTING SERVICE

# A. Description of Service

- 1) Public Emergency Reporting Service is provided to customers connected to CityWest's network by primary exchange services, Centrex services, Digital Network Service or wireless Access Services under the terms and conditions of agreements with municipalities and/or other governments and CityWest, subject to the availability of suitable facilities. The service provides for the transport of 9-1-1 dialed calls to emergency reporting bureaus and other agencies as specified in the agreement.
- 2) The service provides CityWest's customers with the universally recognized 9-1-1 three-digit dial access to emergency response agencies serving their communities. CityWest provides customer access to the 9-1-1 code from each of its wire centres to provide service coverage specified in the agreement with the municipality/government. Answering of the call and the emergency response is the responsibility of the municipality/government and is not provided by CityWest as part of the 9-1-1 Public Emergency Reporting Service.
- 3) CityWest determines and provides the required individual or trunk lines and data lines to the emergency reporting bureaus and the fire, police and ambulance dispatch centres, pursuant to the agreements between the municipality/government and CityWest. When a municipality/government requests lines or trunks above the number determined to be appropriate by CityWest, then tariff rates apply to its additional requirements.

# **B.** Confidentiality

- 1) CityWest provides to the municipalities/ governments on a call-by-call basis for the operation of 9-1-1 PERS, the name, telephone number and service location shown on CityWest's records as the address for the primary exchange services, Centrex services, Digital Network Services or wireless Access Services from which the 9-1-1 call is placed, and when required, CityWest provides the class of service. The class of service and the service location, if not the listed address, are provided on a confidential basis, as an exception to CityWest's Terms of Service under Section 1 Page 1-9, Item 14 for the sole purpose of responding to emergency calls.
- 2) The information consisting of names, addresses and telephone numbers of customers whose listings are not published in directories or listed in CityWest's Directory Assistance records is confidential. Information is provided on a call-by-call basis, as an exception to CityWest's Terms of Service under Section 1 Page 1-9, Item 14 for the sole purpose of responding to emergency calls. The party calling 9-1-1 waives the right to privacy afforded to the extent that the name, location and telephone number associated with the originating telephone are furnished to the municipality/government operating the 9-1-1 PERS.

ISSUED DATE: MARCH 3, 2005 EFFECTIVE: APRIL 15, 2005

#### C. Features

1) 9-1-1 PERS provides CityWest customers with 3-digit dial access (9-1-1) to emergency response agencies. The 9-1-1 call is delivered to a central answering bureau operated by the municipality/government. The attendant at the bureau determines the nature of the emergency and forwards the call to the appropriate fire, police or ambulance dispatch centre. The answering attendants at the agencies are supported by the following features provided with 9-1-1 PERS.

# a) Selective Routing and Transfer

The Company maintains a central database in the network that will automatically route the 9-1-1 call to a pre-assigned answering bureau.

#### i) Wireline

Routing of the 9-1-1 call is based on service address location as determined by the calling telephone number.

If the caller's telephone number is not discernible or not received in time, the 9-1-1 call routing is based on the serving end office's incoming trunk group default emergency service number.

If the caller's telephone number record is not available in the Automatic Line Identification (ALI) database, the 9-1-1 call routing is based on the caller's NPA-NXX default emergency service number.

#### ii) Wireless

The routing of a 9-1-1 call to the emergency agency designated by the municipality is based on the incoming wireless trunk group's Billing Telephone Number (BTN).

If the wireless trunk group's BTN is not discernible or not received in time, the 9-1-1 call routing is based on the serving end office's incoming trunk group default emergency service number.

If the wireless trunk group's BTN record is not available in (ALI) database, the 9-1-1 call routing is based on the wireless trunk group's BTN NPA-NSS default emergency service number.

# Automatic Line Identification (ALI)

## i) Wireline

CityWest maintains the ALI database which displays to the answering attendant the name, location and telephone number of the primary exchange, Centrex services, Digital Network Service or wireless Access services from which the 9-1-1 call was placed.

## ii) Wireless

CityWest maintains the ALI database which displays to the answering attendant the incoming wireless trunk group's BTN (Billing Telephone Number).

## c) Call Control Features

# i) Wireline

A series of call control features allows the answering attendant to retain the 9-1-1 call for as long as may be required.

Call Control Features are available to wireline originated 9-1-1 calls where emergency service trunking is capable of providing call control functionality.

Application of some features may be limited by the originating terminal equipment, e.g. the PBX station may not provide Call Control Features even though the PBX trunks are provided with Call Control Features.

## ii) Wireless

Call Control Features are not available for wireless originated 9-1-1 calls.

# d) Integrity Check

This allows the ERB to verify that the 9-1-1 access lines to its bureau are in working order.

The operation of these features is dependent upon the accuracy of CityWest's records and the records and information received from the municipality and others, such as, new street information and boundary changes.

## D. Rates & Charges

- (a) Rates as stated in (b) below are effective on the date stated in the signed agreement between CityWest and the municipality/government.
- (b) The following monthly rates apply to CityWest's customers served by a 9-1-1 PERS:

## **Monthly Charge**

Each Primary Exchange Service Equipped for Outward Local Calling (Note 1)\$0.21

Centrex, each PSTN Connection

\$0.21

Wireless access services, each working telephone number equipped for Outward local calling (Note 2)

\$0.105

**Note 1:** Coin Telephone Service is exempt.

**Note 2**: The rate has been reduced by 50% since the ALI functionality is

not available.

# C. Item 12. Local Government Authority Call Answer Levy

CityWest provides an optional billing and collection arrangement, see attached copy, whereby CityWest is an acting billing agent for the Local Government Authority, will bill and collect monthly user fees in the form of a Local Government Authority Call Answer Levy. This arrangement is available to those Local Government Authorities subscribing to Provincial 9-1-1 Service.

CityWest's charge for the billing and collection of the Local Government Authority Charge is \$0.07 per month per PSTN Access.

## a) Rates:

Local Subscribers as defined in the 9-1-1 Service Agreement or Local Government Authorities (Note 1) shall pay CityWest the following rate for each PSTN Access within CityWest's serving area where

9-1-1 Service has been implemented. This rate is in addition to any other rates and charges that may be applicable.

Rate per each PSTN Access \$0.07

Note 1: at its option, a Local Government Authority may agree to assume responsibility for payment of 9-1-1. Service rates within the Serving Area of the Local Government Authority.

## ITEM 11. ETHERNET ACCESS SERVICE

## G. A. Service Description

Ethernet Access Service provides network access facilities for Customer Wide Area Network (WAN) services. Ethernet Access Service provides for the transmission of information between CityWest Serving Central Office and a Customer's premises, at speeds of 10 Mbps, 100 Mbps or 1,000 Mbps. Ethernet Access Service is provided in accordance with IEEE 802.3 Ethernet standards maybe modified or replaced from time to time.

Η.

I. B. Definitions

For the purposes of this Tariff item:

"Access" provides the Customer with an Ethernet access facility from the Customer's premises to the Prince Rupert CityWest Serving Central Office.

"Link" provides the Prince Rupert CityWest's Central Office equipment required to connect the Ethernet Access Service with the Customer's WAN service.

"Serving Central Office" is the first Prince Rupert CityWest's Central Office that a Customer's premises is connected to by way of Ethernet Access Service.

## C. Conditions of Service

- 1. Ethernet Access Service is provided under the terms and conditions in this Tariff Item.
- 2. Ethernet Access Service is available from Prince Rupert CityWestephone's Serving Central Offices and shall be provided subject to the availability of suitable equipment and facilities. If all or any portion of the Access facility does not exist between Prince Rupert CityWestephone's Serving Central Office and the Customer's premises, the Customer shall pay an additional charge based on the full cost of building the Access facility.
- 3. Prince Rupert CityWestephone's shall determine the Prince Rupert CityWestephone's Central Office(s) from which Ethernet Access Service shall be provided, as well as the speeds offered at each Serving Central Office. Not all Prince Rupert CityWestephone's Central Offices are capable of provisioning Ethernet Access Service, or of provisioning Ethernet Access Service at all speeds.
- 4. The provision of the service is subject to the ability of Prince Rupert CityWestephone's and the Customer to satisfy existing transmission standards.
- 5. When it is necessary for Prince Rupert CityWestephone's to install special equipment or to incur an unusual expense to establish Ethernet Access Service, the Customer shall pay an additional charge based on the equipment installed or the unusual expense incurred.
- 6. Ethernet Access Service may be connected to customer premises equipment provided by either the Customer or Prince Rupert CityWestephone's and located at the Customer's premises.
- 7. The Customer is solely responsible for the installation, operation and maintenance of customer premises equipment provided by the Customer.
- 8. Customer premises equipment attached to Prince Rupert CityWestephone's network must be certified or connected through a certified network protection device in accordance with former Prince Rupert CityWestephone's General Tariff.

- 9. If the Customer terminates an agreement or a portion of an agreement for Ethernet Access Service prior to the expiry date of the agreement Term, the following applies:
- a) Early termination charges equal to one half of the charges for the terminated Ethernet Access Service for the unexpired portion of the agreement Term will be payable in a single payment upon the effective date of the termination of the agreement or portion thereof, as the case may be; or
- b) Early termination charges will be waived if the Customer enters into a new agreemen(s) for Ethernet Access Service and the committed revenues under the new agreement(s) are equal to or greater than those terminated under the original agreement; or
- c) Early termination charges will be reduced if the Customer enters into a new agreement(s) for Ethernet Access Service and the committed revenues under the new agreement(s) are less than those terminated under the original agreement, such that the early termination charges for the original agreement will equal one half of the charges for the terminated Ethernet Access Service for the unexpired portion of the agreement Term, less one half of the committed revenues under the new agreement(s), payable in a single payment upon the effective date of the termination of the agreement or portion thereof, as the case may be.
- 10. In the event that the Customer wishes to relocate or move Ethernet Access Service locations, or change the speed associated with Ethernet Access Service at any location(s) prior to the expiration of the agreement Term, the Customer will be required to terminate the applicable portion of the agreement for Ethernet Access Service in relation to the service locations or speeds no longer required, and early termination charges will apply or be reduced or waived as provided for in Conditions 9 a), b), and c). The minimum agreement Term for Ethernet Access Service at any new location or at any new speed will be one year.
- 11. Upon the expiration of an Ethernet Access Service Agreement, Ethernet Access Service shall continue to be provided on a month-to-month basis, at the then current 1-year contract rates.

J.

# K. D. Rates

The Customer shall pay to Prince Rupert CityWestephone's the following rates and charges for Ethernet Access Service. Such rates and charges are in addition to any other rates and charges that may be applicable.

1. 10 Mbps – Ethernet Access: (Half-duplex) or Full-duplex mode)

	N.	Ionthly Rate (pe	r Access)		Service Charge (per Access)	;
Minimum Contract Period			(per riccess)			
1 Year	2 Year	3 Year	4 Year	5 Year		
\$730.00	\$695.00	\$660.00	\$625.00	\$590.00	\$1500.00	

2. 100 Mbps – Fast Ethernet Access: (Half-duplex or Full-duplex mode)

	ops rase Emerin	ot 11000bb. (11011	aupien of fan ac	prom mode)	
					Service Charge
					(per Access)
Minimum Co	Minimum Contract Period				
	2 Year	3 Year	4 Year	5 Year	
1 Year					
\$1936.00	\$1742.00	\$1646.00	\$1549.00	\$1452.00	\$1500.00

3. 1,000 Mbps – Gigabit Ethernet Access: (Full-duplex mode only)

Monthly Rate (Per Access)					Service Charge
Minimum Con	Minimum Contract Period				(per Access)
1 Year	2 Year	3 Year	4 year	5 Year	
\$2662.00					

Ethernet Access Service Link Charge (applicable for 10/100/1000 Mbps speeds): 4.

Service Item	Monthly Rate	Service Charge
Ethernet access Service Link,	\$100.00	
per Access		

5. Ethernet Access Service Duplex Mode-Change Charge:

Where technically available, the Customer may change duplex modes of its existing Access between half and full, for the following one-time service charge.

Service Item	Monthly Rate	Service Charge
Ethernet Access Service		\$1000.00
Duplex Mode-Change, per		
Access per request		

**EFFECTIVE: MAY 1, 2013 ISSUED DATE: APRIL 4, 2013** 

# <u>ITEM 12. INTEGRATED SERVICES DIGITAL NETWORK – PRIMARY RATE INTERFACE</u>

#### G. DESCRIPTION

Integrated Services Digital Network –Primary Rate Interface or ISDN-PRI is Prince Rupert CityWest Telephone's service offering to connect Customer Premises Equipment to the Public Switched Telephone Network (PSTN). The service provides a standardized digital interface typically between a PABX and a central office. The access is provided on a DS-1 basis (1.544 megabits/second) which is subdivided into 23 usable channels and one data channel (DS-0's at 64 Kilobits/second). At the present time the channels associated with ISDN-PRI DS-1 may only be used to access the PSTN.

#### H. COMPONENTS

## **Access**

- c) The Access Facility provides the required digital facilities to connect the customer's premises with a digital central office. The Access Facility is only available on a DS-1 basis consisting of 24 DS-0 time slots.
- d) The PSTN Termination provides the connection between the Access Facility and the PSTN. The PSTN Termination is available on a DS-1 basis that is subdivided into 24 DS-0 time slots. A PSTN Termination is required for each DS-1 Access Facility.

## Network

The Network component provides for the use of services, which can be accessed through ISDN-PRI.

The network usage rates for PSTN connectivity provide for the use of the local exchange network and access to the message toll network.

## **Link**

The Link component provides the central office equipment required to connect the Access to specific services. No link charge applies to connect the Access to the network portion of Primary Exchange Service (PSTN connectivity).

#### I. OPTIONS

## Call Display

Call Display shows you the number of the person who's calling you after the first full ring.

## **Direct Inward Dialing Service (DID)**

DID Service provides the ability to access CPBX stations individually on a 10-digit telephone number without attendant assistance.

## J. AVAILABILITY

The service is available in the Company's serving area. The service is provided subject to the availability of suitable facilities. Service will be available where CityWest has existing cable plant.

#### K. CONDITIONS OF SERVICE

Switched ISDN-PRI requires a Contract and Schedule to be signed by the customer. The main contract indicates the contract period from 1 to 5 years. The Schedule indicates the number of DS-1s to be utilized.

## L. RATES AND BILLING

# **Digital Access Facility**

C	·	Chanca and DC 1	£700 00
	ervice (	Charge per DS-1	\$700.00
_			Ψ/00.00

ISDN-PRI DS-1 – Initial 4 Monthly Rate per DS-1

1 year contract	\$350.00
2 year contract	\$335.00
3 year contract	\$320.00
4 year contract	\$310.00
5 year contract	\$300.00

ISDN-PRI DS-1 – Over 4 Monthly Rate per DS-1 (over 4)

1 year contract	\$205.00
2 year contract	\$195.00
3 year contract	\$180.00

CITYWEST GENERAL TARIFF	TARIFF PAGE SPECIAL SERVICES	CRTC 25700 PAGE 8-34
4 year contract 5 year contract	\$170.00 \$150.00	
PSTN Termination		
Service Charge	\$0.00	

# Monthly Rates

ISDN-PRI termination per DS-1 \$216.00

# Link

No link charge applies for PSTN connectivity.

# <u>Network</u>

The quantity and type of connectivity must be specified. The types of connectivities available are:

2-Way
Incoming
Direct In Dial
Direct Out Dial

# PSTN CONNECTIVITY MONTHLY RATE & CODES

The quantity and type of connectivity must be specified.

•	2-Way	Monthly Rate/DS-0 \$35.13	Service Charge \$50.00
•	Incoming	\$35.13	\$50.00
•	Direct In Dial	\$35.13	\$50.00
•	Direct Out Dial	\$35.13	\$50.00

# CALL DISPLAY – FEATURE

	Monthly Rate/DS-0	Service Charge
Call Display	\$3.00	\$10.00

# **DIRECT-INWARD DIALING NUMBER (DID) – OPTION**

DID Service provides the ability to access PBX stations individually on a 10-digit telephone number without attendant assistance. The monthly rates and service charges for DID Services apply as appropriate to the customer's individual network requirements.

Monthly Rate/DS-0 Service Charge<sup>1</sup> \$2.65 \$59.50

Note 1: Service Charge – refer to Section 6. Page 6-4 Rates and Charges

Administration charge \$35.50 and Network charge \$24.00

#### G. RESERVED TELEPHONE NUMBER SERVICE

# Service Description:

Reserved Telephone Number Service will be offered to the Company's retail customers who subscribe to the Company's business services that utilize telephone number blocks for services such as Centrex, Direct-In Dial (DID), Digital Exchange Access (DEA) and Integrated Services Digital Network — Primary Rate Interface (ISDN-PRI). Eligible customers would ensure the right to the reserved telephone numbers for future use, to activate or to port, through payment of a monthly charge.

## Rates:

The Customer shall pay to the Company the following rates and charges for DID service. Such rates and charges are in addition to the other rates and charges that may be applicable.

## **Service Item**

Monthly Rate

Reserved Telephone Numbers per number each \$1.00

CRTC 25700 1<sup>ST</sup> REVISED PAGE 9-1 CANCELS ORIGINAL

# SUPPLEMENTAL SERVICES

To save for future submissions

CRTC 25700 1<sup>ST</sup> REVISED PAGE 9-2 CANCELS ORIGINAL

## SUPPLEMENTAL SERVICES

to save for future submissions.

# ITEM 3. COMMON BATTERY SIGNALLING

## A. DESCRIPTION OF SERVICE

Common Battery Signaling is a one-way to two-way private line service providing instant ringing and interconnection between two telephone sets or instruments.

## B. RATES

Rate Per Month Service Charge

Common Battery Signaling – each end \$5.00 \$48.00 Additional Extensions \$3.50 Section 6

# C. CONDITIONS

1. Applicable mileage rates apply. One the main service, mileage are via the central office, on extensions, mileage is to be central office unless located on the same premises.

CRTC 25700 1st REVISED PAGE 9-3 CANCELS ORIGINAL

# SUPPLEMENTAL SERVICES

- 1. Interconnection to the telephone network is not permitted.
- 2. When termination is on other than single line instruments, applicable rates for the termination equipment apply.

## ITEM 5. DIRECTORY LISTINGS

#### A. DESCRIPTION OF SERVICE

Directory listings are the names, address and telephone numbers of subscribers arid other individuals, firms, corporations, or organization entitled to use the service, as listed in the Department's telephone directory.

Similar listings to those in the directory herein apply to listings, which appear in the alphabetical section of the directory. Known as the "white pages".

## **B. PRIMARY LISTINGS**

One listing in light face is provided without charge for each main station arid each separate group of trunks connected to a private exchange system. However, in cases where overline service is provided, only one telephone number of the series shall be listed. Such listing are known as Primary Listings.

Primary listings are provided also in connection with PABX night connections, In such cases one free listing is permitted for each two-way or one-way incoming trunk.

Primary Listings may also be provided in connection with Police, Fire or other emergency service at the discretion of the Department.

Dual name listing is available to a residence customer who wishes to identify the name of his/her spouse with his/her own primary Listing. The spouses surname must be identical to that of the subscriber and he/she must be living at the same address and have the same telephone number.

#### C. EXTRA LISTINGS

Additional listings to those provided under B above may be contracted for to facilitate association of a telephone number with the names other than those shown in the free listings. Such listings are known as Extra Listings, and all information contained therein shall conform in all respects to the Department's practices covering directory listings.

Business extra listing are those which show the telephone number of a business service of which are associated with the listing of a business service. However, in cases where an individual resides in premises at which only business service is furnished, and he is provided with an extra listing to indicate such residence, the listing will not be so classified but will be a Residence Extra Listing.

Residence Extra Listings are those which show the telephone number of a residence service and which are not associated with the listing of a business service except as indicated below. Dual name listings are also permitted as extra listings.

### D. NON-PUBLISHED TELEPHONE NUMBERS

Primary listings may be omitted from both the directory and the information records. Such numbers are knows as Non-Published Telephone Numbers.

### E. RATES

Rate Per Month

		Rate Per Month
<b>♦</b>	Primary Listing	Free
<b>♦</b>	Extra Listings in Light-face Type	e
	Business	\$2.05
	Residence	\$1.00
<b>♦</b>	Non-Published Telephone Numb	pers \$1.95
<b>♦</b>	Service Charges	See Section 6

#### F. CONDITIONS

- 1. The alphabetical directory and Directory Assistance Service are provided by the Department solely to permit the finding of telephone numbers listed in the names of subscribers and other persons entitled to use the service. Therefore, the listings are limited to such information as is essential for this purpose, and shall conform in all respects to the Department's practices governing directory listings.
- 2. The Department may limit the length of listings in its directory by the use the abbreviations.
- 3. Listings in connection with the service of a subscriber must be authorized by the subscriber to such service.
- 4. The Department reserves the right to remove any listing found to be contrary to law or to Department practices governing directory listings.
- 5. The listing of subscriber telephone services may be omitted only when, in the opinion of the Department such omission is not detrimental to the service in general. In instances where a non-published listing is permitted, the Department does not undertake to guarantee the security of the telephone number. Before a non-published listing is provided a letter of authority is required from either the subscriber of an authorized representative. Likewise, the subscriber must furnish written authorization to transfer a non-published number to a normal directory listing.

# (a) **ITEM 6.**

CRTC 25700 1<sup>ST</sup> REVISED PAGE 9-8 CANCELS ORIGINAL

### SUPPLEMENTAL SERVICES

To save for future submissions.

### ITEM 7. EXTENSION STATION SERVICE

### A. DESCRIPTION OF SERVICE

Extension station service is the provision of one or more telephones permanently connected to the same circuit as the main station or PABX station. Enabling a more convenient use of the telephone service by the subscriber.

### **B. STATION LIMITATIONS**

The number of bells (including that furnished with the main station) shall be limited to four per main station.

2. The number of extension stations, without bells, that may be installed on any main station shall be limited to such as, in the opinion of the Department shall not interfere with efficient telephone service.

### C. RATES

Each permanently connected extensive station, with or without bell, in connection with the following types of service: (note 1)

Rate Per Month Service Charge

(a) Business Main Station \$3.30

Section 6

Note 1: Extension rates apply when the number of instruments exceed the number of Central Office Lines or PABX stations.

#### D. CONDITIONS

- 1. Separate telephone numbers shall not be assigned to extension stations.
- 2. Extension Stations shall be used only to those entitled to use the subscriber's service.
- 3. Subject to the following provisions, extension stations may be located off the premises of their associated main stations.
- (a) Facilities are available within standard transmissions limits.
- (b) The monthly charges, exclusive of supplemental equipment and extra listings, shall be that applicable to individual line service at the same location.
- (c) An extension will be permitted on any premises of the same subscriber, irrespective of whether a separate service is subscribed for at such premises.
- (d) An extension may be located on the premises of a different subscriber only when a separate service is furnished at such premises.

- (e) A free directory listing is not furnished on an off-premises extension station..
- 5. The rates described in C. preceding apply when extension lines are connected to approved subcriber-provided telephones.

# 4. <u>ITEM 8</u>

CRTC 25700 1st REVISED PAGE 9-11 CANCELS ORIGINAL

# SUPPLEMENTAL SERVICES

# ITEM 10. SUSPENSION OF SERVICE

### A. DESCRIPTION OF SERVICE

Suspension of service is discontinuance of service without termination, at the subscriber's request.

# **B. RATES**

Rate Per Month

Business Service 50% of normal monthly charges for

exchange service, mileage charges and extension service, 100% of other charges.

Residence 50% of all normal monthly charges for all

services and equipment.

### C. CONDITIONS

- 1. Minimum term is one month. Periods less than one month will be billed at normal monthly rates.
- 2. Directory listings will not be removed during suspension period.

- 3. The suspension of service charges for the full period of suspension, plus all prior charges, must be paid prior to suspension of service, unless arrangements are made to continue monthly billing.
- 4. The maximum continuous period for suspension of service is six months, after which regular rates apply.

# ITEM 11. TIE-TRUNK SERVICE

#### A. DESCRIPTION

A tie-trunk is a circuit, providing intercommunication between PABX systems of the same or separate subscribers, over which control office services may be extended at either end, but not over both ends simultaneously.

#### **B. RATES**

Аp	plicable to the rate distance via the central office.	Rate Per Month
1.	Where terminals are on continuos property per circuit	\$3.41
2.	Where terminals are not on continuos property 1 <sup>st</sup> quarter mile Each additional quarter mile	\$8.72 \$2.57

### C. CONDITIONS

- 1. Tie-trunk Service is furnished at the discretion of the Department and only when facilities are available.
- 2. When special equipment is required or unusual expense is incurred, an additional monthly charge may be made.
- 3. Where it is possible to provide Tie-trunk service by direct circuits between the terminal, the mileage may be based on the direct point-to-point measurement with a minimum charge equal to one mile.
- 4. A minimum service period may be required.

## **ITEM 12.**

# ITEM 13. TOLL RESTRICTION SERVICE

#### A. DESCRIPTION OF SERVICE

Toll Restriction service, provided at the subscriber's request, denies individual business and residence lines access to the long distance Message Toll network in two ways.

- 1. Complete toll restriction gives local calling, 911 emergency calling, and 611 repair service calling only.
- 2. Allows calls to the Operator "Dial 0" for calling card calling or operator assisted calling. This restriction does allow dialing 411 for directory assistance, 911 emergency and 611 repair service.

### **B. RATES**

Service <u>Charge</u>	
\$23.50 (In addition to Service	
	Charges Section

# ITEM 14. LOCAL INTERCEPT SERVICE

### A. DESCRIPTION

Local Intercept Service is an arrangement where all incoming calls to a telephone number are intercepted to a recorded announcement.

### **B. RATES**

Rate Per Month

Each recorded Announcement \$25.00 Residence Service Charges \$34.50 Business

### C. CONDITIONS

A minimum of one month applies.

Service Charge for a change of message is \$23.50 for residence and \$35.75 for business. No additional charge for initial message.

# <u>ITEM 15.</u>

CRTC 25700 1<sup>ST</sup> REVISED PAGE 9-16 CANCELS ORIGINAL

# SUPPLEMENTAL SERVICES

CRTC 25700 1<sup>ST</sup> REVISED PAGE 9-17 CANCELS ORIGINAL

# SUPPLEMENTAL SERVICES

CRTC 25700 1<sup>ST</sup> REVISED PAGE 9-18 CANCELS ORIGINAL

### SUPPLEMENTAL SERVICES

To save for future submissions.

# ITEM 19. AIRPORT DIRECT LINE

### A. DESCRIPTION OF SERVICE

CityWestephones in conjunction with the airport has installed a special panel that provides direct calling at the touch of a code to any business directory number. The subscriber must contact CityWestephones and the Airport Management for particulars before service can be established.

### **B. RATES**

Rate Per Month Service Charge

Airport Direct Line \$20.75 Section 6

CRTC 25700 1<sup>ST</sup> REVISED PAGE 9-19 CANCELS ORIGINAL

# SUPPLEMENTAL SERVICES

# ITEM 21. CALL ANSWER SERVICE – STAND ALONE

### A. GENERAL DESCRIPTION

Call Answer Service – Stand Alone is a non-integrated voice messaging service that has an associated Mailbox number that is called directly to either a Message or to access the Mailbox to retrieve messages.

### **B. DEFINITIONS**

- 1. "Call Answer Standard" is a service feature which allows a caller to leave a Message for the Customer to retrieve at a later time.
- 2. "Call Answer Enhanced" is a Call Answer Service Stand Alone feature that contains all the Call Answer Features, plus the ability to receive a greater number and length of messages.
- 3. "Pager Notification" is a Call Answer Service Stand Alone optional feature that enables the Customer to receive notification of a Message by programming the voice Mailbox to automatically call the Customer's predefined paging unit or telephone number.
- 4. "Passcode Reset" provides the Customers who forgot their Call Answer Service Stand Alone service & password, the option of having their password reset by CityWest for a \$10.00 service charge.
- 5. "Saved Message" is a voice message that has been listened to and save for future use by the Customer.

### C. CONDITIONS OF SERVICE

- 1. Call Answer Service Stand Alone service is available only to business Customers.
- 2. The Pager Notification feature is not compatible with all types of paging receiver units.

- 3. The Customer requires Touch Tone in order to:
- a) Access the Call Answer Service.
- b) Establish a passcode.
- c) Record his or her personal greeting.
- 4. The Message may be stored in a Mailbox for up to 14 days from the time the Message was received. All read Messages exceeding 14 days are automatically deleted.
- 5. A Call Answer Service Stand Alone Customer accessing the Call Answer Stand-Alone service from outside the local calling area shall be subject to the applicable Message Toll Service Charges as assessed by the Interexchange Carrier.
- 6. Call Answer Service Stand Alone provides the following as a standard configuration with each voicemail arrangement:

Type	Greeting Length	Message Length	Total Storage Minutes
Call Answer	Standard 2 Minutes	2 Minutes	10 Minutes
Call Answer	Enhanced 3 Minutes	3 Minutes	20 Minutes

### D. RATES AND CHARGES

The following rates and charges are for Call Answer Service – Stand Alone, and these rates are in addition to other applicable rates and charges as stated on page 6-2;

Service Feature	Monthly Rate	Service Charges
Call Answer Standard	\$10.50	N/C
Call Answer Enhanced	\$17.50	N/C
Terminal Number	\$1.50	N/C
Pager Notification	\$2.00	Page 6-2
Passcode Reset	N/A	\$10.00

# ITEM 22. CALL ANSWER SERVICE (VMUIF)

#### A GENERAL DESCRIPTION

Call Answer Service (VMUIF) provides a Central Office based integrated voice messaging and mailbox facility to Residence and Business Individual Lines and non-PABX Business service Customers.

The Voice Messaging User Interface Forum (VMUIF) offers a menu driven user interface with the following unique features that are not available on the MMUI Call Answer Service:

- 1. Introductory tutorial special greeting on first access.
- 2. Upto 8 Family mailboxs each with a personal greeting.

3.

#### **B** DEFINITIONS

- 1. "Call Answer" is the service, which automatically forwards the Customer's incoming call to a mailbox when the call is not answered at the station or when the Customer is busy on the telephone. The Mailbox greets the calling party with a personal greeting and prompts the caller to leave a message.
- 2. "Call Answer Family" or "Family Mailbox" or "SubMailbox", is a Call Answer Service that allows a Customer to divide a Mailbox into a Maximum of eight (8) SubMailboxes. Each SubMailbox has its own personal greeting and a unique passcode for Message retrieval.

ISSUED DATE: DECEMBER 10, 2003 EFFECTIVE: MARCH 9, 2004

# B **DEFINITIONS** (Continued)

- 5. "Pager Notification" is a Call Answer Service optional feature that enables the Customer to receive notification of a Message by programming the voice Mailbox to automatically call the Customer's predefined paging unit or telephone number.
- 6. "Passcode Reset" provides Customers who forget their Call Answer Service password the option of having their Password Reset. A \$10.00 service charge will apply for each reset.
- 7. "Saved Message" is a voice Message that has been listened to and saved for future use by the Customer.
- 8. "Special Dial Tone Message Waiting Indication" or "Message Waiting Identification" is a unique Dial Tone used by the Call Answer Service to indicate the presence of a new message to the Customer. The Dial Tone is delivered, in short bursts, as soon as the Customer's telephone set is in an off-hook state.
- 9. "Message Waiting Light" is an optional Call Answer Service feature that can make a Message Waiting Light on a Class telephone flash on and off to indicate the presence of a new message. This feature works in conjunction with the Special Dial Tone Message Waiting Indication.
- 10. Automated Attendant lets callers route their own calls to specific people, department, mailboxes, and information resources within an organization.

#### C CONDITIONS OF SERVICE

1. Customers with Touch Tone have control over Message Playback (replay,skip,fast forward, pause, back-up, save and erase) using any touch Tone telephone.

- 2. The message may be stored in a Mailbox for up to 14 days from the time the Message was received. All read Messages exceeding 14 days are automatically deleted.
- 3. Call Answer Service (VMUIF) provides the following as a standard configuration with each voice mail arrangement:

Type	Greeting Length	Message Length	Total Storage Minutes
Call Answer Call Answer Plus Call Answer Family	30 seconds 30 seconds 60 seconds	2 minutes 2 minutes 2 minutes	10 minutes 15 minutes 20 minutes
can rane or running	00 2001100		_ 0

# **D RATES AND CHARGES**

The following rates and charges are for Call Answer and these rates are in addition to other applicable rates and charges as stated on page 6-2:

Service Feature	Monthly Rate Residence Line	<u>Business</u>	Service Provision <u>Charges</u>
Call Answer VMUIF	\$4.95	\$8.95	\$10.00
Call Answer Plus	\$6.95	\$10.95	\$10.00
Call Answer Family	\$8.95	\$12.95	\$10.00
Pager Notification	\$1.00	\$2.00	Page 6-2
Passcode Reset	N/A	N/A	\$10.00
Message Wait Light	N/A	N/A	N/A
Automated Attendant	N/A	\$20.00	\$10.00

Note 1: Call Forward Busy/No Answer is included in the monthly rate.

### ITEM 23. CALL ANSWER SERVICE (MMUI)

### A GENERAL DESCRIPTION

Call Answer Service (MMUI) provides a Central Office based integrated voice messaging and mailbox facility to Residence and Business Individual Lines and non-PABX business service Customers.

The Meridian Mail User Interface (MMUI) offers a command driven user interface with the following unique features:

- 1. Custom attendant
- 2. Thru-dial
- 3. Customizable customer greeting
- 4. Automated Attendant

#### **B** DEFINITIONS

1. "Call Answer" (MMUI) is the service which automatically forwards the Customer's incoming call to a Mailbox when the call is not answered at the station or when the Customer is busy on the telephone. The mailbox greets the calling party with a personal greeting and prompts the caller to leave a message.

ISSUED DATE: DECEMBER 10, 2003 EFFECTIVE: MARCH 9, 2004

# **B DEFINITIONS** – (Continued)

- 4. "Pager Notification" is a Call Answer Service optional feature that enables the Customer to receive notification of a Message by calling you at a phone number or pager number you specify. You can program up to 3 notification schedules as business days, nonbusiness days, and temporary schedules, which allow you to temporarily override normal schedules.
- 5. "Passcode Reset" provides Customers who forget their Call Answer Service password the option of having their password reset. A \$10.00 service charge will apply for each reset.
- 6. "Saved Message" is a voice Message that has been listened to and saved for future use by the Customer.
- 7. "Special Dial Tone Message Waiting Indication" or "Message Waiting Identification" is a unique Dial Tone used by the Call Answer Service to indicate the presence of a new message to the Customer. The Dial Tone is delivered, in short bursts, as soon as the Customer's telephone set is in an off-hook state
- 8. "Message Waiting Light" is an optional Call Answer Service feature that can make a Message Waiting Light on a Class telephone flash on and off to indicate the presence of a new message. This feature works in conjunction with the Special Dial Tone Message Waiting Indication.
- 9. "Custom Attendant" is an optional feature used in a business application that offers your callers the alternatives of leaving a message or speaking to one of your assistants or colleagues. In your greeting, you tell callers to press zero after the tone if they wish to speak to someone in your absence.
- 10. "Thru-Dial" is a feature that will allow you, while logged in to your mailbox, the ability to make a call without hanging up. When logged in your press zero followed by the number you want to call followed by the # key.

11. Automated Attendant lets callers route their own calls to specific people, departments, mailboxes, and information resources within an organization.

### **B. CONDITIONS OF SERVICE**

- 1. Customers must have touch tone telephones for access to Call Answer MMUI features.
- 2. The message may be stored in a mailbox for up to 14 days from time the Message was received. All read messages exceeding 14 days are automatically deleted.
- 3. Call Answer Service provides the following as a standard service configuration with each voice mail arrangement:

<b>Type</b>	Greeting Length	Message Length	Total Storage Minutes
C 11 A	20 1	2 : .	1.5
Call Answer	30 seconds	2 minutes	15 minutes

ISSUED DATE: DECEMBER 10, 2003 EFFECTIVE: MARCH 9, 2004

# ITEM 23. CALL ANSWER SERVICE (MMUI)

### C. RATES AND CHARGES

The following rates and charges are for Call Answer and these rates are in addition to other applicable rates and charges are stated on page 6-2:

Service Feature	Monthly Rate (Note 1) Residence Line	Business Line	Service Provision Charges
Call Answer MMUI	\$6.95	\$10.95	N/A
Pager Notification	\$1.00	\$ 2.00	Page 6-2
Passcode Reset	N/A	N/A	\$10.00
Message Wait Light	\$1.00	\$1.00	N/A
Automated Attendant	N/A	\$20.00	\$10.00

Note 1. Call forward busy/No answer is included in the monthly rate.

ISSUED DATE: JUNE 1, 2001 EFFECTIVE: JULY 1, 2001

### ITEM 24. CALL NAME DISPLAY

#### A. SERVICE DESCRIPTION

Call Name Display displays the calling party's name and telephone number on compatible customer premises equipment. This provides customers with the ability to answer calls with a personalized greeting, to screen unwanted calls and to prioritize the return of calls that haven't been answered. The service is an enhancement to Call Display Service.

#### **B. SERVICE CHARACTERISTICS**

The service displays the main directory listing associated with the calling party's telephone number for those customers located in British Columbia. For calls originating in other Canadian provinces or the United States, the service displays the calling party's number and the name of the Canadian province or U.S. state rather than the calling party's name. The displayed listing is truncated to 15 characters, including spaces.

Primary Exchange Service customers who wish to change the name that is transmitted on calls originating from their residence or business may initiate a modification by contacting a CityWest representative. For residence customers, the modified name must remain meaningful and the main listing last name must still be included. For businesses, the name must still be uniquely identifiable with the company. In addition, customers who wish to have their calling number but not calling name delivered, may initiate, at no charge, a request to have their name designated as "Private" by contacting a CityWest representative.

CityWest's existing Call Blocking arrangements may be used to prevent the calling name as well as the calling telephone number of a subscriber from being delivered to the called party.

### C. SERVICE CONDITIONS

- Customers shall provide at their own cost a compatible display device to attach to their line.
- ◆ Call Name Display may, or may not display/deliver numbers and names originating with, or terminating from, Cellular Phones, Mobile Telephones, Private Automatic Branch Exchange, Analogue equipment or areas outside of Prince Rupert.

ISSUED DATE: JUNE 30, 1998 EFFECTIVE: AUGUST 3, 1998

#### D. RATES AND CHARGES

- ♦ Residential Monthly rate: \$7.95
- Residential upgrade from Call Display, monthly additional charge \$1.00
- Business monthly rate \$12.95
- Business rate upgrade from Call Display, monthly additional charge \$2.00
- One time connection or disconnection charge: none

# Call Display

## A) SERVICE DESCRIPTION

Call Display shows you the number of the person who's calling you after the first full ring.

Most phones with Call Display can store the phone numbers of your callers in memory. Simply look up the record and return the calls at your convenience.

### **B) SERVICE CONDITIONS**

- Customers shall provide at their own cost a compatible display device to attach to their line.
- ♦ Call Display may, or may not display/deliver numbers originating with, or terminating from, Cellular Phones, Mobile Telephones, Private Automatic Branch Exchange, Analogue equipment or areas outside of Prince Rupert

### C) RATES AND CHARGES

- ♦ Residential Monthly rate: \$6.95
- Residential upgrade from Call Display, monthly additional charge \$1.00
- Business monthly rate \$10.95
- ♦ Business rate upgrade from Call Display, monthly additional charge \$2.00

One time connection or disconnection charge: none

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### ITEM 25. CALL GUARD

### A. SERVICE DESCRIPTION

Call Guard permits the customer to selectively disallow the outbound dialing of certain types of numbers. The customer may also, through the use of a Call Guard Code, permit certain persons to bypass the Call Guard.

### **B. SERVICE CHARACTERISTICS**

Call Guard permits a customer to selectively disallow the outbound dialing of certain types of numbers including:

- ♦ Long distance;
- ♦ 1-900 numbers;
- ◆ Operated Assisted Calls (0+);
- Directory Assistance (both local and long distance); and
- A pre-determined list of up to 25 telephone numbers.

In addition, the customer may create an authorization code in order to permit certain household, office or other persons to bypass the Call Guard feature.

### C. SERVICE CONDITIONS

The customer is responsible for all billed charges, including collect and third part charges and billed charges which might, due to technical limitations, bypass CityWest's Call Guard restriction mechanism.

## D. RATES AND CHARGES

Residential monthly rate: \$4.00 Business monthly rate: \$6.00

Password reset charge, per event, following service activation \$10.00

One time connection or disconnection charge: none

# ITEM 26. VISUAL CALL WAITING

### A. SERVICE DESCRIPTION

Visual Call Waiting displays the calling party's name and telephone number on compatible customer premises display equipment during the Call Waiting tone.

The service allows recognition of the second (call waiting) party and provides customers with greater flexibility and control over their incoming calls. Customers are able to prioritize between their current and second caller.

#### B. SERVICE CHARACTERISTICS

This service combines and enhances Call Name Display, Call Number Display and Call Waiting. A subscriber who is engaged in a conversation and receives an incoming call hears a special call waiting tone and is provided with a visual display of the call-waited party's number and/or name. The customer then has the option, as with Call Waiting, to flash the Link key or the switch hook, put the first caller on hold and answer the incoming call. The customer can alternate talking with both parties and neither party can hear the other's conversation.

#### C. SERVICE CONDITIONS

- ◆ The customer must subscribe to Call Name Display and Call Waiting to obtain this service.
- ♦ This service requires compatible premise equipment that is capable of alphanumeric display.

### D. RATES AND CHARGES

- Residential monthly rate: \$1.00
  Business monthly rate: \$2.00
- ♦ One time connection or disconnection charge: none

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### ITEM 27. CALL WAKE UP

### A. SERVICE DESCRIPTION

Call Wake Up service allows a subscriber to program the time to be called by an automated wake-up call service from a telephone set.

### B. SERVICE CHARACTERISTICS

The subscriber may specify the ringing time-out value of the wake-up service. The service is activated and deactivated by an access code. When the feature is activated, the subscriber is allowed to program back one "ring back" time within the succeeding 24 hour period and must repeat this activation sequence for each 24 hour period. If the wake-up call is not answered or fails for any reason, a second attempt to ring the subscriber will be made approximately 5 minutes later. After a third attempt is made and the call is unanswered or a failure occurs, the event is recorded and no further wake-up call attempt is made.

### C. SERVICE CONDITIONS

None

#### D. RATES AND CHARGES

- Residential monthly rate, stand alone service: \$4.00
- One time connection or disconnection charge: none.

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### ITEM 4. CUSTOM CALLING FEATURES

#### A. DESCRIPTION OF SERVICE

- 1. Custom Calling Features are ancillary services associated with the addressing function of a subscriber's call whereby the calling process is either speeded up or additional calling functions are provided.
- 2. The following custom calling features are provided:

## (a) Call Alert

This feature permits a subscriber, already engaged with a call, to recognize the attempt, indicated by a "call alert" tone, of a third party to reach him. The subscriber may either go on-hook to receive ringing of the second call or use hook-switch flash to hold private conversations with each of the two parties alternatively.

## (b) Three-way Calling

Permits a subscriber, while holding an existing call, to dial a third number thereby extending the call to that number. By hook-switch flash the subscriber may establish 3-way conversation or release the connection to the third party.

# (c) Speed Calling

This service permits a subscriber to reach a number of destinations be dialing only one or two digits. The subscriber may alter his own speed calling list. Both 8 and 30 station service is available.

### (d) Call Forwarding

This service permits a subscriber to have all calls incoming to this station equipment transferred to some other destination. This system is arranged to allow the customer to alter his destination when activating the service.

### (e) Off-Hook

Provides automatic and instant connection, without the necessity of dialing, with a predetermined telephone number as soon as the handset is removed from the telephone.

(f) Cancel Call Waiting

This feature allows a subscriber to prevent, on a per-call basis, any incoming calls from call waiting on his or her line. Incoming calls will receive a busy signal. This feature ensures that call waiting tones will not interrupt important calls. This feature is activated by a dialed activation code prior to placing a call or after a conversation has been established. For the latter, Three-Way Conference must also be assigned to the line.

# (g) Call Transfer

This feature allow the use to transfer a call to another directory number and then drop out of the call leaving the users connected. The subscriber must have three way calling to use this feature.

## (h) Ring Again

This feature allows a station user encountering a busy station within the Prince Rupert area to be notified when the busy station becomes idle, and to be placed automatically in a ring-again mode. When the user answers the ring-again signal by going off hook, the call is placed automatically.

# (i) Business Line Ring (Bus) Teen Ring (Res)

This service enables two telephone numbers to be assigned to a single-party line. Each telephone number is assigned a unique ringing pattern so the called party can determine to nature of the call.

- -Families can have one number for the parents and another for children
- -Home Businesses can have one number for business and another for the residence. In this case the primary number must be a business line. Subscribers who also have the call waiting feature will receive distinctive call waiting ones for each number.

### (i) Warm Line

This feature allows the subscriber a specific amount of time (30 seconds) to dial any number before it automatically dials a predesignated number. CityWest phone can change to warm line directory number through a service order. This feature may be important for immediate access to emergency numbers in the case of sick or elderly individuals needing help but unable to dial a telephone number.

# (k) Remote Call Forwarding

This feature allows you to activate or de-activate your call forwarding feature from another telephone.

# (l) Selective Call Rejection

This feature re-routes unwanted calls to a prerecorded message. Selective call rejection intercepts calls from up to 12 numbers and routes the caller to a recording "The party you are trying to reach is not accepting calls at this time. Thank you and good-bye"

## (m) Distinctive Ring/Call Waiting

Distinctive ring/call waiting allows the subscriber to define a list of directory numbers which allow a Distinctive ring or call waiting tone when any of the 12 defined numbers calls. (The distinctive call waiting portion will only work if you also subscribe to call waiting)

# (n) Selective Call Acceptance

This feature allows you control over which calls you will take. You can pre-program 12 numbers into your list. If the caller's number is on your list, the call will come through normally. If the caller is not on your list, the caller will hear an announcement that your number is not accepting calls at this time.

# (o) Selective Call Forwarding

This feature allows you to choose which incoming calls to forward. It can be activated and deactivated from your telephone. It will guide you to assign a list of incoming directory numbers, plus a terminating number.

### (p)Automatic Recall

This feature will tell you the last number that called you. Lifting your handset you would dial a predetermined 2 digit number and the last number that called you would be given. If the number is blocked, a message will be given as to unavailability of the number.

### (q)Call Blocking

This is a free feature that can be requesting on customer's telephone lines. It will prevent your name and number from displaying on someone's call display unit.

This feature is only activated for the duration of one call. Your call to a call display customer will display as "Private".

# **B. RATES**

Feature	Rate Per Month- Res	Rate Per Month-Bus	Service Charge
Call Alert	\$4.00	\$6.00	Section 6
Three-way Calling	\$4.00	\$6.00	Section 6
Speed Calling 8	\$4.00	\$6.00	Section 6
Speed Calling 30	\$4.00	\$6.00	Section 6
Call Forwarding Fixed or	\$4.00	\$6.00	Section 6
Variable	·	·	·
Series Completing	\$2.15		Section 6
Off-Hook	\$3.05	\$3.15	Section 6
Distinct Ring	\$6.00	\$10.00	Section 6
Warm Line	\$4.00	N/A	Section 6
Ring Again	\$4.00	\$6.00	Section 6
Call Transfer	\$4.00	\$6.00	Section 6
Cancel Call Alert	\$4.00	\$6.00	Section 6
Remote call Forwarding	\$4.00	\$6.00	Section 6
Selective Call Rejection	\$4.00	\$6.00	Section 6
Distinctive Ring Calling	\$4.00	\$6.00	Section 6
Selective Call Acceptance	\$4.00	\$6.00	Section 6
Selective Call Forwarding	\$4.00	\$6.00	Section 6
Automatic Recall	\$4.00	\$6.00	Section 6
Call Blocking	No Charge		No Charge

### PACKAGE RATES - GRANDFATHERED

Custom Calling Package of Four Features \$5.00 \$6.75

Custom Calling Package of Five Features \$7.00 \$8.75

The custom calling package of four and five Features will not be offered effective April 1, 2007 when the new feature bundles will be offered. We will grandfather those few customers on these bundles.

**ISSUED DATE: FEBRUARY 12, 2007 EFFECTIVE: APRIL 1, 2007** 

# i) Bundling Features

### Residential

- a) Call Name Display Bundle-
  - Subscribe to Call Name Display and any 3 features for \$12.95
- b) Visual Call Waiting Bundle-
  - Subscribe to Visual Call Waiting and any 3 features for \$16.95
- d) Everything Bundle-Subscribe to all of our features for \$19.95

#### **Small Business Bundle**

- a) Call Display Small Business Bundle
   Subscribe to Call Name Display and any 3 features \$19.95
- b) Visual Call Waiting Small Business Bundle Subscribe to Visual Call Waiting and any 2 features \$21.95
- c) Everything Small Business Bundle
  Subscribe to all of our calling features \$31.95

#### ii) Promotion

We will waive the service charge to activate any features or features bundle to a customer's line from April 1, 2007 to April 1, 2008.

### C. CONDITIONS

Custom Calling Features are only furnished on individual lines, excluding semi-public coin telephone service.

Note: A service charge does not apply for the provision of one or more custom-calling features is established at the time other work is being done for which a service charge applied. At any other time only one service charge, composed of an Action Order Charges will apply

# ITEM 6. INTEREXCHANGE CARRIER ACCESS SERVICE

### A. SERVICE DESCRIPTION

A service for the interconnection of equipment and facilities of Interexchange Carriers (IXCs) and Resellers to CityWest (CityWest) provided equipment and facilities, subject to availability, to permit IXCs and Resellers to provide long distance services to their subscribers.

### **B. DEFINITIONS**

For the purpose of this Tariff item:

- 1. "Direct Connection" means the connection of any equipment, apparatus, lines, circuits, switches or devices owned, leased or provided by the IX Customer, to CityWest's system.
- 2. "Indirect Connection" means the connection of any equipment, lines, circuits, switches or devices, owned, leased or provided by the IX customer, to the terminal equipment or facilities located in the IX Customer subscriber's premises, which terminal equipment or facilities are then connected to CityWest's system.
- 3. "Interexchange Carrier or IXC" means a facilities-based provider of telecommunications services, having a unique Carrier Identification Code, who is regulated by the Canadian Radio-television and Telecommunications Commission (CRTC), or authorized hybrid carriers/resellers having a unique Carrier Identification Code, who are regulated by the CRTC and who, while owing some facilities, rely on other IXC's to provide part of their network(s). The term IXC also applies to any Canadian Carrier as defined in the Telecommunications Act and which has a unique Carrier Identification Code.
- 4. "Interpositioned" means the positioning of subscriber equipment, facilities or apparatus between any circuit, equipment, facility or service, owned, leased or provided by CityWest, and any circuit, equipment, facility or service owned by the IX Customer, or leased from or provided by any person other than CityWest on behalf of the IX Customer.
- 5. "IX Customer" means an IXC or Reseller subscribing to the Interexchange Carrier Access Service.
- 6. "Resale" means the subsequent sale or lease on a commercial basis, with or without adding value, of a telecommunications service obtained or leased from an IXC.
- 7. "Reseller" means a person engaged in Resale.
- 8. "Subscriber" means a person for whom telecommunications equipment, facilities or long distance services have been provided by an IX Customer.

ISSUED DATE: FEBRUARY 12, 2007 EFFECTIVE: APRIL 1, 2007

# C) TERMS AND CONDITIONS OF SERVICE

### 1. General

- a) Subject to the terms and conditions as set out in this Tariff and in Part VI of Telecom Decision CRTC 97-12, Interexchange Carriers (IXC) may interconnect their services and facilities to any of CityWest's services and facilities, subject to their availability.
- b) The provision of the connections outlined in this Tariff does not constitute a joint undertaking with the IXC in the furnishing of any service.
- c) In the furnishing of such connections, CityWest is not responsible to the IXC's subscribers for end-to-end service.
- d) CityWest does not make any representation that access services shall at all times be available in the quantities requested and at the locations specified by the customer. CityWest shall, however, devote its best reasonable effort to make such access services available on request
- e) The IXC is considered to be CityWest's customer for any connections provided pursuant to this Tariff.
- f) When it is necessary for the company to install special equipment or to incur unusual expenses in order to meet an IXC's requirements, an additional charge may be assessed based on the equipment installed or the unusual expense incurred. In addition, when the IXC cancels an application for an access arrangement after CityWest has incurred costs associated with the provisioning of that arrangement, the IXC will pay CityWest all such costs.
- g) The IXC's traffic may not be aggregated or terminated using the switched services of a reseller or a sharing group or another IXC if the contribution charges applicable to the reseller or sharing group or the other IXC are less than those applicable to the IXC.
- h) Prior to receiving service pursuant to this Tariff, an IXC must register with the Commission and CityWest.
- i) Together with its registration, an IXC shall file with the Commission a full description of its network, including information regarding the extent of owned and leased transmission facilities, and shall notify CityWest of such filing.

# 2. Network Changes

- a) CityWest does not make any representation that its equipment and facilities are adapted or will remain adapted for use in connection with IXC-provided equipment or facilities.
- b) CityWest 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. CityWest shall not be responsible to an IXC or its subscribers for any of their equipment, apparatus, lines, circuits or devices, either in whole or in part, which cease to be compatible with CityWest's facilities or become inoperative because of such changes to CityWest's equipment, apparatus, lines, circuits or devices.
- c) CityWest will, however, provide the IXC with six (6) months advance notice of minor changes and two (2) years advance notice of major changes to the design, function, operation or layout of its CityWest's equipment, apparatus, lines, circuits or devices. When it is not possible to give the IXC's the six (6) months or two (2) years notice, CityWest will advise the IXC as soon as a decision to proceed with the change has been made.
- d) CityWest will also provide the IXC's with at least two (2) years notice in writing of any changes in its network that could affect any of the interconnections or access arrangements contemplated in this Tariff. When it is not possible to give the IXC's two (2) years notice, CityWest will advise the IXC as soon as a decision to proceed with the change has been made.
- e) The IXC shall not implement any change to its operations, services or network which would in the reasonable assessment of CityWest, materially affect CityWest operations, services or network, without the prior consent of CityWest, which shall not unreasonable be withheld.
- f) The IXC will provide CityWest with not less than six (6) months advance notice of changes noted in (e) above.

### 3. Network Outages

- a) CityWest will provide the IXC's with the earliest possible notice of all network outages affecting the operation of the IXC's network.
- b) CityWest does not guarantee uninterrupted working of its service and/or equipment. CityWest shall not be liable to the IXC, or to any other entity, for any failure or delay in performance of any service provided pursuant to this, or any other CityWest Tariff, to the extend that such failure or delay is attributable to causes or results from events beyond CityWest's reasonable control. Nothing in this paragraph shall extend the liability of CityWest in the event of service problems.

## TARIFF PAGE SUPPLEMENTAL SERVICES

#### 4. Protection

- (a) The characteristics and methods of operation of any circuits, facilities or equipment of the IXC, when connected to CityWest's shall not:
  - (1) Interfere with or impair service over any facilities of CityWest's or its connecting carriers involved in its services;
  - (2) Cause damage to its plant;
  - (3) Impair the privacy of any communication carried over its facilities;
  - (4) Create hazards to CityWest's employees or to the public.
- (b) If such characteristics or methods of operation are not in accordance with the proceding, CityWest will, where practicable, notify the IXC that temporary discontinuance of the use of any circuits, facilities or equipment may be required. When proper notice is not practicable, nothing contained within this Tariff shall be deemed to preclude CityWest from temporarily discontinuing forthwith the availability to the IXC of any circuit, facility or equipment if such action is reasonable under the circumstances. In cases of such discontinuance, the IXC will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance.
- (c) During the period of temporary discontinuance of service caused by a trouble or condition arising in the IXC's operation, facilities or network, no refund for interruption of service shall be made.

# D. Test Facilities

- 1. CityWest will furnish to the IXC, subject to their availability, the necessary local facilities for the purpose of testing its network.
- 2. Connections furnished to the IXC pursuant to this Item will be restricted to testing function. The IXC shall not use these connections to carry any of its administrative or commercial traffic.
- 3. Contribution charges will not apply to facilities designated as test facilities.

# TARIFF PAGE EXCHANGE SERVICE

## E. Rates and Charges

- I. General
- Effective January 1, 2005, for the interconnection of equipment and facilities of interexchange carriers (IXCs) to CityWest's provided equipment and facilities, charges for trunking, equal access, and originating and terminating minutes will apply, as determined by the Canadian Radio-television and Telecommunications Commission in its Telecom Decision CRTC 2005-3 (Decision 2005-3), Direct toll and network access costing methodology for small incumbent local exchange carriers Follow-up to Decision 2001-756 (issued January 31, 2005).
- 2. Effective January 1, 2005, as outlined in Decision 2005-3, Equal Access start up costs will continued to be amortized over a 10-year period, and without mark-up cost recovery to continue to be allocated to the IXCs based on conversation minutes.
- 3. Effective January 1, 2005, in accordance with Decision 2005-3, the Direct Connection rates that will apply for each originating and terminating proxy conversation minute will be based on the specific CityWest annual conversation minutes. The range of traffic volume and the applicable rate for CityWest is listed below:

4. Direct Connection rates per conversation minute for CityWest with annual conversation minutes ranging:

	111111111111111111111111111111111111111		
CityWest	0 to 5	5+ to 20	20+
	Million Minutes	Million Minutes	Million Minutes
	\$0.0178	\$0.0132	\$0.0037
CityWest			X

5. Effective January 1, 2005, and in accordance with Decision 2005-3, charges will apply for IXC interconnection trunking. The trunking charges will include a) link charges, b) base charges, and c) mileage (distance) charges with the measurement of distance based on the vertical/horizontal (V/H) co-ordinates between two points. Further, the trunking charges will be based on the total quantity of proxy interconnection trunks CityWest has interconnected with IXCs. The range of toll trunks for CityWest and the applicable rates are listed below:

# 6. Range of Toll Trunks for CityWest:

CityWest	1 to 3	4 to 7	8 to 30	31+
	Trunks	Trunks	Trunks	Trunks
CityWest			X	

7. Monthly trunking rates to be charged per range of Toll Trunks as identified in Item 6.

Monthly Rates	1 to 3 Trunks	4 to 7 Trunks	8 to 30 Trunks	31+ Trunks
Link Rates				
a) Link Charge per DS-1	\$60.00	\$60.00	\$60.00	\$60.00
b) Link Charge per DS-3	N/A	N/A	\$100.00	\$100.00
Base Charges				
a) Base Charge per DS-1 in 0-5 mile band	\$2000.00	\$1440.00	\$935.00	N/A
b) Base Charge per DS-1 in 6- 10 mile band	\$2000.00	\$1440.00	\$1440.00	N/A
c) Base charge per DS-1 in 11-25 mile band	\$560.00	N/A	N/A	N/A
d) Base charge per DS-1 in 26-50 mile band	\$2360.00	\$1800.00	\$1800.00	\$1800.00
e) Base charge per DS-1 in 51-100 mile band	\$3440.00	\$2880.00	\$2880.00	\$2880.00
f) Base charge per DS-3 in 101-200 mile band	N/A	N/A	\$44280.00	\$44280.00
D. Distance Charges (Note 1)				
a)Per-mile charge per DS-1 in 0-5 mile band	N/A	N/A	N/A	\$144.00
b) Per-mile charge per DS-1 in 6-10 mile band	N/A	N/A	N/A	\$144.00
c) Per-mile charge per DS-1 11-25 mile band	\$144.00	\$144.00	\$144.00	\$144.00
d) Per-mile charge per DS-1 in 26-50 mile band	\$72.00	\$72.00	\$72.00	\$72.00
e) Per-mile charge per DS-1 in 51-100 mile band	\$50.40	\$50.40	\$50.40	\$50.40
f) Per-mile charge per DS-3 in 101-200 mile band	N/A	N/A	\$270.00	\$270.00

Note 1: Minimum Distance is 1 mile per trunk, unless co-location tariffs are in place.

# SUPPLEMENTAL SERVICES

8. In addition to the monthly rates a Non-recurring Service Charge for each DS-1 or DS-3 provided to an IXC applies. The amount of the Service Charge for either a DS-1 to DS-3 is \$1400.00

# **Interconnecting Circuits with Trunk Side Access**

- (a) An interconnecting circuit with Trunk Side Access refers to a connecting arrangement provided by CityWest over which traffic from the IXC's network can be routed for termination in the local PSTN.
- (b) An interconnecting circuit with Trunk Side Access may be arranged for Feature Group D service, that provides the IXC with the capability of offering subscribers access to its network by dialing 1+, 0+, 00-,10xxx, 01+ or 011+. Interconnecting circuits with trunk-side access arranged for Feature Group D service can only be connected to an End Office (Direct Connection), using CCS7 signaling, subject to the availability of suitable facilities.
- (c) The following service charges are associated with the provisioning of interconnecting circuits with trunk-side access and CCS7 links and will apply for each DS-0 Set. A DS-0 set is defined as a group of DS-0's that are the same type, within the same DS-1, connected to the same location and ordered at the same time.

<b>Description</b>	Service Charge
Inward Order, each DS-0 set	\$905.89
Change Order, each DS-0 set	\$590.91

## 5. Pic Processing

(a) When the IXC is provided with interconnecting circuits with trunk-side access arranged for Feature Group D service, the IXC can offer its subscribed customers access to its network through 1+,0+,01+,011+ and 00- dialing. Such access is enabled through the identification of the IXC as the customer's Primary Interexchange Carrier (PIC). PIC selections may be specified for eligible Company-provided primary monopoly exchange services which provide direct voice access to the PSTN through "1+" dialing and which are provisioned in End Offices which support Feature Group D. A list of specific services is included in the PIC/Care Access Customer Handbook described in (c) below.

### TARIFF PAGE SUPPLEMENTAL SERVICES

- (b) An IXC with feature Group D service is required to establish a PIC processing account with CityWest at least 60 calendar days prior to the requested commencement of PIC processing. When the account is established, the IXC must identify the PIC processing parameters and options required, as specified in the IXC's Customer Account Record Exchange (CARE) Profile which is provided in the handbook. The establishment of the PIC processing account is subject to a service charge as specified in (h) (1) below. Changes to IXC's CARE Profile are subject to a service charge as specified in (h) (2) below. Subsequent changes to these parameters and options must be provided in writing at least 30 calendar days prior to the requested date of implementation of the changes.
- (c) CityWest will provide each IXC that establishes a PIC processing account with two copies of the User Handbook. The Handbook reflects standards and procedures for the processing of PIC transactions between CityWest and the IXC. Additional copies of the Handbook are provided subject to the charge as specified in (h) (3) below.
- (d) PIC processing charges apply for establishing or changing the PIC selection for a customer's access line, such as for new or additional access lines, customers moves and customer-initiated number changes. Charges for processing customer PIC transactions are assessed to the IXC selected by the customer and are specified in (h) (4) below.
- (e) In the case of PIC selection changes, which are disputed by the customer or an IXC on behalf of the customer, the customer's PIC selection will be reinstated to the previous PIC. The IXC must then provide evidence of customer authorization as described in section 2.7 of Schedule 1 (Subscription Request Processing Service) of the Handbook. If such customer authorization is not provided within 15 business days from the date of the request from CityWest, the IXC will be deemed to have requested an unauthorized PIC change, and will be assessed the charge specified in (h) (5) below. A PIC processing charge as described in (d) above will also be assessed to the IXC having requested the unauthorized PIC change to cover the reinstatement of the unauthorized PIC to the previous PIC selection.
- (f) To enable the IXC to validate or place PIC subscription orders at the Working Telephone Number (WTN) level, the IXC may request and obtain from CityWest a detailed record transaction in CARE format of all WTN's subscribed to a specific Billing Telephone Number (BTN). Service charges apply as specified in (h) (6) below.

## TARIFF PAGE SUPPLEMENTAL SERVICES

(g) To enable the IXC to perform a reconciliation between the IXC's billing records and CityWest's PIC database, the IXC may request a Verification Record from CityWest. Verification Record transaction are subject to the service charge specified in (h) (7) below.

(h) <u>Description</u>	Service Charge
(1) Account Set-up charge, each PIC processing account	\$729.99
(2) Changes to CARE profile, each request	182.50
(3) User handbook, each additional copy	91.25
(4) PIC Processing charge, each access line	3.60
(5) Unauthorized PIC Change charge, each access line	50.04
(6) BTN Detail charge, each WTN provided	.10
(7) Verification Record Charge, each access line	.10

## 6. Carrier Network Profile Change

- a) Prior to an IX Customer initially being provided with interconnecting circuits with trunk-side access, the IX Customer is required to complete a Carrier Profile Questionnaire (CPQ) to select network and translation options. The CPQ data received will be subsequently programmed into CityWest's switches, as required.
- b) Service Charges as outline in (c) below, apply to change the selected options and change the network translations in CityWest's switches associated with each impacted Carrier Identification Code (CIC) at any time subsequent to the initial programming.
- c) The following service charges apply at each End Offices switch impacted by the IXC's request:

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CPQ Option being Changed	Service Charge
1) International Calling	\$238.00
2) Abbreviated Dialing No.1	142.00
3) Prescription Indication	126.00

- 7. Bulk Transfer of a Customer Base between IXCs having Feature Group D Service
- (a) This service is intended for situations such as acquisitions or mergers in which one IXC with Feature Group D service (the acquiring IXC) acquires the equal access customer base of another IXC (the Original IXC). An acquiring IXC can request CityWest to convert the customer PIC selections from the Original IXC to the Acquiring IXC on a bulk transfer basis. Prior to the processing of such bulk customer base transfer by CityWest, the Acquiring IXC must provide CityWest with documentation of the Original IXC's agreement to the bulk transfer of its customer base.
- (b) An acquiring IXC requesting a bulk transfer of another IXC's customer base must provide CityWest with advance notification of such request. Depending upon the size and nature of the customer base to be transferred, the specific timing of the transfer may be subject to negotiation with CityWest.
- (c) Charges for processing a request for a bulk transfer of another IXC's customer base are assessed to the Acquiring IXC. The charges consist of two components, a basic charge per request and a variable charge per access line PIC selection transferred.

(d) Description	Charges
(1) Basic charge, each request	\$8,771.00
(2) Variable charge, each access line	\$3.01

#### III Collections and Remittances

- 1. The rates and charges will be charged to the IX Customer for all originating and terminating Toll traffic of the IX Customer, or by the use of the IX Customer's facilities on a per minute basis by CityWest. The IX Customer will be invoiced monthly by CityWest for such rates and charges incurred in the previous month.
- 2. All traffic that either accesses or egresses CityWest's serving territory will be treated as Toll traffic in accordance with the CAT, unless there is a specific agreement

# TARIFF PAGE EXCHANGE SERVICE

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between CityWest and the IX Customer that provides for an alternative to the collection of the rates and charges for the specified Toll traffic.

- 3. CityWest will be responsible for providing a monthly invoice to each IX Customer detailing the following:
- i) Total originating and terminating conversation minutes for the previous month.
- ii) Billed Toll revenue (if the IX Customer is also subscribing to the Billing and Collection Service offered by CityWest).
- iii) The applicable CAT charge
- iv) Amount required to be paid by the IX Customer to CityWest.

Subject to 4. below, payment by the IX Customer is due no later than thirty (30) days from the date of the invoice.

- 4. In the event that the IX Customer has also subscribed to the Billing and Collection Service offered by CityWest under a separate Tariff, payment of the invoiced amount shall be as follows:
- i) If the toll billing by CityWest exceeds the total of the rates and charges detailed above and the applicable Billing and Collection Service Charges owed by the IX Customer, the difference is to be paid to the IX Customer by CityWest by no later than sixty (60) days following the invoice date; and
- ii) If the Toll billing by CityWest is less than the total of the rates and charges detailed above and the applicable Billing and Collection Service charges owed by the IX Customer, the difference shall be paid by the IX Customer to CityWest no later than thirty (30) days following the invoice date.

# IV. Equal Access

1.

There will not be a separate charge for Equal Access. Rather, the costs of Equal Access will be incorporated in the CAT charges by being assigned to the Toll Broad Service Category and the Direct Toll Service charge will recover, inter alia, the Equal Access costs.

# **CONNECTION OF SUBSCRIBER PROVIDED EQUIPMENT**

# ITEM 1. GENERAL

- 1. The attachment, use or operation of equipment not owned by the Department and used in conjunction with the Department's equipment or wiring shall be in accordance with the General Regulations.
- 2. Any subscriber provided equipment physically associated with, attached to, or used in conjunction with the Department's equipment or wiring must not damage, interfere with or impair the functioning of the Department's service or create a hazard of damage or danger.
- 3. There are 3 general categories of connections for subscriber-provided equipment:
- a) Acoustic Connection: Subscriber provided equipment includes a device which is affixed to the outside of a telephone.
- b) Inductive Connection: Subscriber provided equipment includes a device which is affixed to the outside of a telephone.
- c) Electrical Connection: Subscriber provided equipment provides for the direct electrical connection to the Department's equipment for wiring. The connection may be permanent or portable using a jack and plug. Electrical connections must be made through a Department provided coupler by Department personnel unless otherwise provided for in this section.
- 4. The Department may test or inspect provided equipment on the subscriber's premises to ensure that its requirements and specifications are met.
- 5. When the connection of subscriber provided equipment to the Department's facilities causes the Department to incur unusual expenses, the Department will charge this expense to the subscriber.
- 6. The Department is not responsible for making subscriber provided equipment obsolete, inoperable or incompatible with the Department's facilities by changes in the design or operation of the telephone equipment or facilities.
- 7. The subscriber does not have any property right or control over the Department's facilities by connection to them and the Department reserves the right to change any or all of the facilities or designs as it considers necessary.

- 8. The Department is not responsible for the quality of operation of subscriber provided equipment except by special arrangement.
- 9. The maintenance of subscriber provided equipment or facilities shall be the sole responsibility of the subscriber. The Department will not be responsible for any expense incurred by the subscriber in the maintenance or operation of subscriber provided equipment or service. The Department may hold the subscriber responsible for the repaid of any damage to its coupler or other facilities caused by a failure of the subscriber's equipment.
- 10. The maintenance of subscriber provided equipment is the responsibility of the subscriber. In the event that the Department agrees to undertake repair and maintenance of subscriber provided equipment or facilities the charge for such repair and maintenance, in each instance, shall be based on actual cost with a minimum of \$66.00 per installer's visit.
- 11. A charge, based on actual cost, shall be made when a visit is required by Department personnel because of trouble which is found not to be in the Department's facilities. Minimum charge shall be \$66.00. If the trouble has cleared by the time Department personnel test the service, no charge shall be made.
- 12. The limitation of the Department's liability in the attachment, connection or use of subscriber provided equipment is as specified in the General Regulations.
- 13. The following special rules apply in addition to the General Regulations and conditions set out in this Item:
- a) Subscriber provided telephones shall not be connected to the Department's facilities except as specified in Item 6.
- b) Attachment of subscriber provided inert (non-electrical) accessories to the Department's equipment or wiring shall be in accordance with Item 11.
- c) Subscriber provided equipment may only be physically wired or electrically connected to the Department's equipment or wiring by means of an interface or coupler supplied and installed by the Department except where otherwise provided in this section.
- d) Acoustic or inductive coupling of subscriber provided equipment except communication systems may be made to the exterior of telephones provided by the Department.

- e) To protect the public telephone network, acoustically or inductively coupled subscriber provided equipment must comply with the following minimum specifications measured at the input to the Department lines:
  - i) The total power shall not exceed 9dbm averaged over any 3 seconds on any connection.
- ii) Power in the band 3995 Hertz-4005 hertz shall be at least 18dbrn below the signal in (I).
- iii) Power in the band 4000 Hertz-10,000 hertz shall not exceed-16dbm.
- iv) Power in the band 10,000 Hertz-25,000 hertz shall not exceed -24dbm.
- v) Power in the band 26,000 Hertz-40,000 Hertz shall not exceed –36dbm.
- vi) Power in the band above 409000 Hertz shall not exceed –50dbm.
- vii) The signal shall at no time have energy solely in the 2450 to 2750 Hertz band and any signal in that band shall not exceed the power present at the same time in the 800 to 2450 Hertz band.

# ITEM 2. ALARM EQUIPMENT

#### A. DESCRIPTION OF SERVICE

Alarm sending devices transmit dial pulses to connect an alarm message to a predetermined telephone number. Subscriber provided alarm sending devices shall be connected only to individual main station lines. When alarm sending devices are electrically connected, the individual lines must be equipped with an alarm demarcation block.

#### **B. RATES**

	Rate Per Month	Service Charge
Individual Line – Business		
or Residential	Sec.2	Sec.6
Alarm Demarcation Block	\$.00	Sec.6

# C. CONDITIONS

- 1. The alarm demarcation block that is provided and installed only by the Department.
- 2. Any electrical power necessary to operate the alarm coupler and the required outlet is to be provided by the subscriber.
- 3. The service charge applies to each installation or move.

#### <u>ITEM 3.</u>

To save for future submissions.

## ITEM 4. CIRCUITS ON SUBSCRIBER'S PREMISE

# A. DESCRIPTION OF SERVICE

Subscriber provided circuits will not be connected to the Department's exchange service, equipment or wiring, except as provided in Section 4, Item 2.

<b>ITEM</b>	5.

To save for future submissions.

# ITEM 7. PRIVATE BRANCH EXCHANGES

Connection of subscriber provided Private Branch Exchange to the Department's exchange service trunks is not permitted.

# ITEM 8. RADIOTELEPHONES

Connection of subscriber provided radiotelephone system to the Department's exchange telephone network is not permitted without express approval.

# ITEM 9. TERMINAL ATTACHMENT PLAN

#### A. DESCRIPTION OF PLAN

The Terminal Attachment Plan applies to subscriber provided network non-addressing equipment which has been certified by the Federal Department of Communication and which bears a label provided by that Department indicating Compliance with standards issued by that Department. Certain categories of subscriber provided equipment that meet the specification of the Terminal Attachment Plan may be electrically connected to the Department's facilities under terms or the Plan.

The categories of that subscriber provided equipment which may be connected under the plan are as follow:

- a) Alarm Reporting (Condition 1)
- b) Automatic Answering (Condition 1)
- c) Automatic Answering and Recording (Condition 1)
- d) Biophysical Medical (Condition 1)
- e) B ridging Adapters
- f) Data Modems (Condition 1)
- g) Dictation Recording (Condition 1)
- h) Facsimile (Condition 1)
- i) Graphic (Condition 1)
- j) Jack-plug-cord Assemblies (Condition 2)
- k) Pressure Contact Type Jacks (Condition 2)
- 1) Two-way voice Recording

#### **B. CONDITIONS**

- 1. This equipment is for use with individual line and PBX service only.
- 2. Department provided equipment will not be connected to subscriber pressure contact type jack or jack-plug-cord assemblies.
- 3. Service Charges as specified in Section 6 shall apply for each block/lack installed at the subscriber's request.

# ITEM 10. VOICE RECORDING EQUIPMENT

## A. DESCRIPTION OF SERVICE

Voice Recording Equipment is apparatus for recording telephone conversations. Subscribers provided recording devices can be electrically connected to the exchange service network only through a Department provided connecting device, unless covered under the Terminal Attachment Plan.

#### **B. RATES**

	Rate Per Month	Service Charge
Recorder Coupler	\$4.85	\$49.00
Dictation Control Link	\$41.15	\$402.00

#### C. CONDITIONS

- 1. The Recorder couplers are provided and installed by the Department.
- 2. The service charge applies to each installed or move.
- 3. Recorder couplers shall not be connected to public or semi-public telephone service.

## ITEM 11. ACCESSORIES

#### A. DESCRIPTION OF SERVICE

Accessories are inert (non-electrical) devices, which are affixed to the exterior of the telephone, or other Department provided equipment. Examples of approved attachments are should rests, pencil holders, labels, pad holders, ash trays, non-skid telephone based, cord protectors and dialing aids.

## **B. CONDITIONS**

Inert devices must not interfere with the operation of, or damage the Department's equipment.

# ITEM 12. PHYSICAL CO-LOCATION OF IXC EQUIPMENT

#### A. SERVICE DESCRIPTION

Physical Co-Location (PCL) of Interexchange Carrier (IXC) equipment is an arrangement which provides for access to and use of certain space in CityWest Premises and associated power and environmental conditioning in order to locate an IXC's Transmission Equipment and associated facilities within CityWest Premises for the purpose of interconnecting with CityWest's network facilities.

Under this arrangement, the IXC provides and places outside facilities to the Meet Point, and provides sufficient additional outside facilities to allow CityWest to place the facilities from the Meet Point to the Transition Cabinet. The IXC provides the Transmission Equipment to be placed in the CityWest Premises. The outside facilities and Transmission equipment are not leased to CityWest but continued to belong to the IXC.

CityWest connects the outside facilities provided by the IXC with CityWest's inside facilities at the Transition Cabinet. CityWest also connects CityWest's inside facilities to the Transmission Equipment owned by the Interconnecting Carrier and placed in the CityWest Premises in order to facilitate interconnection by the IXC to CityWest's network facilities pursuant to an interconnection agreement for the interchange of interexchange traffic.

Physical Co-Location provides the IXC with floor space within the CityWest premises, segregated from that occupied by CityWest, for the location of the IXC's personnel or contractor is permitted without CityWest escort where secure access arrangements are in place, such that access is structured so that no CityWest or third party equipment or facilities are accessible to the IXC. If at any time it is not reasonably possible to provide secure access arrangements into or at the segregated floor space, and where permitted by CityWest, access to such space by the IXC's personnel or contractor is only permitted with CityWest escort. All IXC personnel and contractors must be approved in writing by CityWest prior to being allowed access and facilities are available as determined by CityWest.

Physical Co-Location provides for the following:

- 1. a licence to use CityWest conduit/riser space for the placement, by CityWest, or the IXC's facilities from the Meet Point to the Transition Cabinet, and the provision by CityWest of CityWest's facilities and associated riser space from the Transition Cabinet to the IXC's Transmission Equipment in the CityWest Premises;
- 2. a licence to use CityWest Premises floor space for the placement of the IXC's Transmission Equipment to interconnect with CityWest's network facilities for the interchange of traffic; and

3. the provision of appropriate electrical power and environmental conditioning to operate the IXC's Transmission Equipment.

#### **B. DEFINITIONS**

For the purpose of this Tariff Item:

- 1. "Co-Location Agreement" or "COLA" means the Physical Co-location ("PCL") agreement (or "PCL agreement") between the IXC and CityWest regarding the PCL arrangement entered into pursuant to this Tariff Item.
- 2. "IXC to IXC Cross-Interconnection Link" means the arrangement by which a collocated IXC connects to the facilities of a second IXC co-located in the same CityWest Premises.
- 3. "Interexchange Carrier" or "IXC" means a Canadian carrier, as defined in the Telecommunications Act, which is duly registered with the CRTC and which interconnects with CityWest pursuant to an interconnection agreement entered into with CityWest for the transport of interexchange voice or data traffic.
- 4. "Meet Point" means the point designated by CityWest outside the CityWest Premises where PCL has been requested (normally at or near the manhole nearest to the CityWest premises).
- 5. "Point of Termination/Demarcation" means the point of connection where a CityWest provided facilities on the CityWest network side interconnects with the IXC's Transmission Equipment.
- 6. "CityWest Premises" means the central office premises of CityWest at the 248 3<sup>rd</sup> Ave West wire centre.
- 7. "Transition Cabinet" means the location in the CityWest Premises at which CityWest's inside facilities are connected to the outside facilities provided by the IXC.
- 8. "Transmission Equipment" means transmission equipment owned or lease solely by the IXC, with no installed switching or processing functions, to be co-located in the CityWest Premises pursuant to his Tariff Item, and which is necessary to provide a transmission path between CityWest's network facilities and the IXC's services or facilities. For the purposes of this Tariff Item 211 and the COLA, references to "Transmission Equipment" shall include the facilities provided by the IXC and placed by CityWest from the Meet Point to the Transition Cabinet.

ISSUED DATE: JANUARY 28, 1999

#### C. CONDITIONS OF SERVICE

- 1. PCL is provided under the terms and conditions defined in this Tariff Item and in the Co-Location Agreement.
- 2. PCL is offered only where appropriate floor space, facilities and necessary resources are available at the CityWest Premises, after the current and future needs of CityWest are taken into account. These facilities and resources include, for example, but without limitation, adequate entrance ducts, rider space, and power. Requests for PCL will be accommodated on a first-come, first served basis, based on the date of submission of a completed application of PCL. CityWest is not obligated to purchase additional land buildings, plant or equipment, to relinquish floor space or facilities designated for CityWest future use, or to undertake new construction to accommodate a request for PCL.
- 3. The IXC, after interconnecting its Transmission Equipment with CityWest's network facilities, is permitted to then connect to the Transmission Equipment of a second IXC co-located in the same CityWest Premises via an IXC to IXC Cross-Interconnection Link.
- 4. In co-locating the IXC's Transmission Equipment in the CityWest Premises, the IXC shall ensure that the primary purpose of co-location is to interconnect with CityWest's network facilities for the interchange of traffic. CityWest reserves the right to require the IXC to demonstrate that the capacity dedicated to interconnection with CityWest's network facilities is greater than that dedicated to IXC to IXC cross-connection.
- 5. IXC's are required to meet all standards, regulatory requirements, CityWest operating procedures and requirements, safety and labour codes and security standards as specified or provided for by CityWest in this Tariff Item and in the COLA.
- 6. The IXC- provided equipment that is permitted in the CityWest Premises is limited to Transmission Equipment as defined in this Tariff Item. The Transmission Equipment must interconnect with CityWest's network facilities.
- 7. The IXC is responsible for the provision, installation and maintenance of the outside facilities from its Point of Presence or other location to the Meet Point.
- 8. The IXC is also responsible for providing sufficient additional outside facilities to allow CityWest to place the facilities from the Meet Point to the Transition Cabinet.

ISSUED DATE: JANUARY 28, 1999 EFFECTIVE: MARCH 8, 1999

9. CityWest connects the outside facilities provided by the IXC with CityWest's inside facilities at the Transition Cabinet. CityWest is responsible for the provision, installation and maintenance of facilities between the Transition Cabinet and the

**ISSUED DATE: JANUARY 28, 1999** 

**EFFECTIVE: MARCH 8, 1999** 

Transmission Equipment, and is responsible for connecting the physical splice of the IXC's facilities with CityWest's facilities at the Transition Cabinet. CityWest connects CityWest's inside facilities to the Transmission Equipment provided by the IXC in order to facilitate interconnection by the IXC to CityWest's network facilities pursuant to an interconnection agreement or a CityWest Tariff, for the interchange of traffic.

- 10. CityWest provides, installs and maintains the IXC to IXC Cross-Interconnection Link necessary to interconnect two IXC's co-located in the CityWest Premises.
- 11. When requested, CityWest will, at the expense of the IXC, provide a second communication cable entrance for the IXC's facilities into the CityWest Premises where such second communication cable entrance exists and where capacity is available.
- 12. The IXC has overall responsibility for monitoring the performance of all facilities and equipment on the IXC's side of the Point of Termination/Demarcation, including CityWest's facilities between the Transition Cabinet and the IC's Terminal Equipment, as well as for monitoring the performance of the IXC to IXC Cross Interconnection Link. CityWest does not assume responsibility for the design, engineering, testing, or performance of the end-to end services operated or offered by the IXC. In order to ensure that CityWest operational guidelines and installation, equipment, transmission, electrical, labour and safety standards or codes and any other conditions specified in this Tariff Item and in the Co-Location Agreement are maintained, which the IXC is obligate to do, CityWest, without notice, has the right to access the Licensed Area (as defined in the COLA) and all Transmission Equipment and to inspect the IXC's installation of equipment and facilities and to make subsequent and periodic inspections of the IXC's equipment and facilities and to ensure compliance when required.
- 13. CityWest is not liable for any act or omission on the part of the IXC or its employees, agents or contractors arising from or associated with the Punishing of serviced by the IXC to its customers.

#### D. RATES

For the purposes of this Tariff item the following explanations regarding Service Items shall apply:

- 1. Pre-engineering Fee includes the preliminary work needed to determine whether PCL can be provided, or subsequently modified, as the case may be, to meet the IXC's requirements and to provide an estimate of the Project Fee that will be incurred for the provision or modification of PCL at the specified CityWest Premises.
- 2. Building Riser Space and Facilities provides for the building riser space and facilities between the Transition Cabinet and the Transmission Equipment.

- 3. The monthly rate for space includes the use of the bay space required for Transmission Equipment and associated spares to be housed in a separate cabinet.
- 4. Space, Category I applies to CityWest Premises located in the 248 3<sup>rd</sup> Avenue West, main building in Prince Rupert.
- 5. Access to the Synchronization Clock provides for access to the clock at the CityWest Premises, where such exists and is required by the IXC.
- 6. Project Fee includes:
- a. Provisioning for environmental items such as power, air conditioning and heating to the bay in which the Transmission Equipment is located;
- b. Administration, design and engineering;
- c. Increasing the capacity of the existing CityWest power facility;
- d. Installation of the Transmission Equipment by CityWest if requested by the IXC;
- e. Splicing at the Transition Cabinet; and
- f. Any other direct costs not included in other rates and charges incurred by CityWest to provision PCL.
- 7. A monthly rate will apply for the IXC to IXC Cross-Interconnection Link between two IXC's in the same CityWest Premises.
- 8. All IXCs requesting PCL will be accommodated on a first-come, first-served basis, based on the date of submission of a completed application for PCL. CityWest reserves the right to determine the shape, size and specific location of the CityWest Premises floor space provided in the CityWest Premises.
- 9. A construction fee will apply for any CityWest Premises modifications required to enable CityWest to provide PCL. This fee covers the costs of all building modifications, which are necessitated by the provision of PCL to all IXC's in a particular CityWest Premise. The first IXC to obtain PCL at a specific CityWest Premise will be charged all of the costs to modify that specific location. If more than one IXC obtains PCL at a specific CityWest Premise at the same time, the costs will be shared equally. If, within a period of sixty (60) months of the PCL effective date with respect to the first IXC at that CityWest Premises, additional IXC's obtain PCL at the same CityWest Premises, the additional IXC's will be charged a proportionate share of the initial costs and this recovered amount will be reimbursed equally to the IXC(s) with PCL already in place at that CityWest Premises. The, construction fee may include, but is not limited to, costs for such items as perimeter walls, additional riser requirements, lighting and environmental conditioning, and securing CityWest property in the CityWest; Premises, in addition to the items referred to above.

10. The IXC shall pay the following rates and charges for PCL, such rates and charges being in addition to other rates and charges that may be applicable:

Service Item	Monthly Rate	Service Charge
AC Power, per fused amp	\$11.90	
Power – 48 Volt DC, per	\$16.90	
fused amp		
Building Riser Space and	\$1.30	
Fibre Optic Cable, per		
shealth meter		
Entrance Conduit Space,	\$0.16	
per sheath meter		
Space, Category 1, per m2	\$41.00	
Access to Synchronization	\$73.25	
Clock		
Transition Cabinet, per	\$14.00	
cable		
Pre-engineering Fee		\$1200.00 (Note 1)
IXC to IXC Cross-	(Note 6)	
Interconnection Link		

Project Fee	(Notes 1,2,3,4,5)
Installation & Maintenance	(Notes 2,3,4)
Escort	(Notes 2,3,4)
Construction Fee: Modifications, etc.	(Notes 1,2,3,4,5)

#### Notes:

**Note 1**: The IXC shall all costs incurred by CityWest associated with the Pre-Engineering Fee, Construction Fee and Project Fee from the date of a request for PCL to the date of the cancellation of the order should the IXC cancel the order prior to implementation of PCL.

**Note 2**: For the first hour or fraction thereof of work performed during "normal hours' an hourly labour rate of \$66.00 applies.

Note 3: For each additional 15 minutes or fraction thereof, a charge of \$17.50 applies.

**Note 4**: For work done on a call-out basis entirely outside of normal working hours, a minimum charge of 2 hours of labour time at \$115.00 per hour plus 1 hour of regular time at \$66.00 applies.

**Note 5**: The charges of Project Fees associated with sub-contracted work are based on the costs incurred by CityWest.

Note 6: For monthly rates, CityWest's Digital Network Access service applies.

**ISSUED DATE: JANUARY 28, 1999** 

# ITEM 13. WIRELESS SYSTEM OPERATORS (WSO) – TOWER SERVICE

#### A. SERVICE DESCRIPTION

Wireless System Operators ("WSOs" – Tower Service provides WSOs with the ability to occupy space on CityWest's towers, and/or rent connections to a CityWest Antenna System; and place WSO equipment in the associated buildings owned or controlled by CityWest.

#### **DEFINITIONS**

For the purpose of this Tariff Item:

- "Antenna" means a transmission device for the emission and/or reception of electromagnetic waves, or signal by other wireless medium, at an assigned frequency range connected to its associated transmission line.
- "Antenna System" means one Antennas or Antenna segment with an associated transmission line and antenna coupling device(s) as required.
- "CityWest Site" means a Tower and the associated building(s) that are owned or controlled by CityWest.
- "Tower" includes all structures that support the placement of Antennas, including building rooftop or building side mounts, ground-mounted posts, ground-mounted pipes, ground-mounted poles or ground-mounted masts.
- "Utilities" includes power for each (1/2) standard (equipment mounting rack at a nominal 15 amps @ 110 volts AC commercial power and an environment in the CityWest site appropriate for CityWest facilities, equipment and purposes. It does not include heating, air conditioning or alarms.
- "WSO Equipment" means the equipment owned by the WSO located at a CityWest Site.
- "Wireless System Operator (WSO)" includes Cellular Service Operators, Private Radio System Operators and Service Operators providing Specialized Mobile Radio/Enhances Mobile Radio ("SMR/ESMR"), Fixed Station services, Mobile Services and Personal Communications Services ("PCS). A WSO must have received an appropriate radio authorization as defined under the Radiocommunications Act.

## **B. CONDITIONS OF SERVICE**

- 1. WSO Tower Service is provided under the terms and conditions defined in this Tariff item.
- 2. WSO Tower Service is offered only where appropriate floor space, facilities and necessary resources are available at the CityWest Site in question, after the current and future needs of CityWest are taken into account. These facilities and resources include, for example, but without limitation, adequate entrance ducts, riser space, and power. Requests for WSO Tower Service will be accommodated on a first-come, first-served basis, based on the date of submission of a complete application for WSO Tower Service. CityWest is not obligated to purchase additional land, buildings, plant or equipment, relinquish floor space or facilities designated for CityWest future use, or undertake new construction to accommodate a request for WSO Tower Service.
- 3. WSO's are required to meet all standards, regulatory requirements, CityWest operating procedures and requirements, safety and labour codes and security standards as specified or provided for by CityWest in this Tariff Item or any other applicable CityWest Tariff.
- 4. CityWest does not assume responsibility for the design, engineering, testing, or performance of the end-to-end services operated or offered by the WSO. In order to ensure that CityWest operational guidelines and installation, equipment, transmission, electrical, labour and safety standards or codes and any other conditions specified in this Tariff Item or any other applicable CityWest Tariff, are maintained by the WSO, CityWest has, without notice, the right to inspect the WSO's installation of equipment and facilities and to make subsequent and periodic inspections of the WSO equipment and facilities to ensure continued compliance.
- 5. CityWest is not liable for any act or omission on the part of the WSO or its employees, agents or contractors arising from or associated with the furnishing of service by the WSO to its customers.
- 6. WSO Tower Service shall only be available when a WSO request the use of both the Tower and associated buildings on a CityWest Site.
- 7. Placement of WSO equipment at a CityWest Site is subject to the prior written approval of CityWest.

- 8. The WSO is responsible for securing from Industry Canada all necessary authorizations as may be required by Industry Canada. The WSO shall provide to CityWest, upon request, a copy of all applicable authorizations.
- 9. In requesting WSO Tower Service from CityWest, the WSO shall submit to CityWest all working drawings, specification, maintenance procedures and other related documentation as may be required by CityWest. This information shall include, but not be limited to, power consumption of the WSO equipment and the associated Canadian Standards Association (CSA) approval.
- 10. Once accepted and approved by CityWest, no variation, amendment or change to the aforementioned documentation shall be made by the WSO without CityWest's prior written approval. Each change order per CityWest Site shall be subject to an additional charge not less that the Consultation Fee provided for in this Tariff Item.
- 11. The WSO shall pay a one-time Consultation Fee to CityWest, in accordance with this Tariff Item, for each request of the WSO Tower Service. The WSO shall pay this charge regardless of whether CityWest accepts or rejects a WSO request, or whether the WSO proceeds with the service requested.
- 12. CityWest shall provide all design modifications to the CityWest Site to accommodate the WSO equipment, at the expense of the WSO. Design and engineering of the radio system and peripherals shall not be undertaken by CityWest.
- 13. Access to CityWest Sites shall be restricted to CityWest personnel or CityWest's authorized contractors or agents. Access by WSO personnel must be arranged through prior written request to CityWest and upon approval from CityWest in writing. Access will be provided by CityWest under the direct supervision of CityWest personnel at all times.
- 14. In the event that CityWest requires technical support from the WSO in order to perform the installation, connection, maintenance, move, change, rearrangement, repaid or removal of WSO equipment, the WSO shall, at its own expense, provide qualified technical support. Where CityWest deems it necessary, the WSO shall provide training to CityWest personnel, at the expense of the WSO, for instruction, classroom space and labour for the training period.

- 15. The WSO shall, at its own expense, furnish CityWest with component or spare parts, at the required location, to be used in the maintenance or repair of the WSO Equipment.
- 16. When requested by the WSO, CityWest shall, at the expense of the WSO, return defective component parts to the location specified by the WSO.
- 17. CityWest shall provide Utilities for the CityWest Site as defined in this Tariff Item. In no event shall CityWest be liable to the WSO in the event of inadequate utility services, the loss of utility services or failure to provide utility services. If the WSO requests to alter the Utilities beyond the definition set out in this Tariff Item, CityWest may, where suitable Facilities exist, provide air conditioning based upon heat dissipation rated in Kilowatts, alarm systems, AC Power draw rated at 110/220 volts single phase and DC Power on a fused amp basis, at the expense of the WSO.
- 18. The WSO shall not cause or permit to be caused, any nuisance to, or interference with, the equipment or service of CityWest or any third party, nor infringe upon the rights of CityWest or any other party authorized by CityWest to use the CityWest Site.
- 19. The WSO shall, at its own expense, prevent and eliminate any and all nuisance to, or interference with the equipment or services of CityWest or any other party authorized by CityWest to use a CityWest Site for which it is responsible. If, in the opinion of CityWest, such precautionary or remedial measures do not eliminate or sufficiently reduce such nuisance or interference, CityWest reserves the right to take whatever corrective action CityWest deems necessary and to charge the WSO for all costs incurred by CityWest in order to eliminate or reduce the interference. CityWest also reserves the right to remove the WSO equipment from the CityWest Site if such nuisance or interference continues, or if CityWest deems the cause of the interference to be not correctable.
- 20. Notwithstanding any other provisions in CityWest's Tariff's, the WSO agrees to save, defend, keep harmless and fully indemnify CityWest from and against any and all loss, costs, charges, damages (including but not limited to damage to property and personal injury), actions, claims, demands, awards, suits or other claims which CityWest may at any time or times hereafter bear, sustain, suffer, or become subject to, arising out of, from or by reasons of any act or omission of CityWest in connection with the performance of its obligations under this Tariff Item, the carrying out by CityWest of

- 20. its obligations in accordance with this Tariff Item or the use or occupation of the CityWest Suite by the equipment of the WSO, damage or destruction of the CityWest Site, damage to or destruction of the WSO equipment, termination of the right to occupy the CityWest Site by the WSO due to damage, destruction or abandonment of CityWest Site, or any installation, maintenance, moves, changes, rearrangements, repair or removal of the WSO equipment by CityWest.
- 21. Notwithstanding any other provisions in CityWest's Tariffs, CityWest shall under no circumstances be liable to the WSO for any special, indirect, incidental or consequential damages including, without limitation, business, economic loss or loss of anticipated profits, whether or not CityWest has been advised of the possibility of such damages.
- 22. In no event whatsoever, regardless of the form or cause of action or the number of claims asserted, shall the total collective liability of CityWest and its servants, employees, directors, officers, and agents to the WSO for all claims exceed the amount paid by the WSO for use of the CityWest Site.
- 23. The WSO shall not be entitled to any claim against CityWest in the event of failure to provide services where such failure is directly or indirectly caused by or results from an event or events beyond the control of CityWest. These events shall include, but not be limited to, fire, flood, earthquake, accident, civic disturbance, war, rationing, embargoes, strikes or labour problems, delays in transportation, acts of God or acts of government.
- 24. The WSO shall, at its own expense, maintain commercial general third party liability insurance covering damage to the CityWest Site including, but not limited to, all equipment located at the CityWest Site, including loss of use thereof. Such insurance shall be in amounts agreeable to both the WSO and CityWest but in no circumstances shall the limit be less than \$2 million. The WSO shall provide to CityWest upon request, documents proving insurance coverage, renewals and changes.
- 25. In the event that CityWest elects to relocate, evacuate, dismantle or abandon a CityWest Site, the WSO shall, at its expense, remove, subject to the terms and conditions of service in this Tariff Item, its equipment, facilities and accessories from the CityWest Site within 90 days of the date set forth in the written notice from CityWest. In the event that the WSO does not acknowledge receipt of CityWest's written notice or arrange alternative arrangements for its equipment located at CityWest's Site by the date specified in the notice from CityWest the equipment of the WSO may be disposed of at the discretion of CityWest without further notice or compensation to the WSO.

- 26. Connection of WSO equipment at a CityWest Site to CityWest's network or a CityWest service shall be carried out only by CityWest personnel or by an agent approved by CityWest for that task. The use and interconnection of the WSO equipment must conform to all applicable Tariff regulations.
- 27. That portion of the facilities connecting WSO equipment located at a CityWest Site to the next immediate WSO site, where applicable, shall be either owned by the WSO or provided by CityWest, and must conform to all applicable Tariff regulations.
- 28. Failure of the WSO to adhere to the obligations of this Tariff and other applicable Tariff items will result in termination of the service and removal, at the WSO's own expense, of the WSO equipment.
- 29. The WSO may use its WSO equipment for its own purposes, or may assign or lease its WSO equipment for use by other parties that have received appropriate radio authorization as defined under the Radiocommunications Act. Such parties must provide CityWest, upon request, a copy of all applicable authorizations.
- 30. The WSO shall furnish to CityWest legal documents which support its ownership of the WSO equipment. The WSO shall inform CityWest in writing of all changes to the ownership of the WSO equipment.
- 31. The WSO shall provide at its own expense all normal and specialized software and equipment required for testing, maintenance, programming and operation of the WSO equipment at the CityWest Site, as is recommended by the manufacturer and/or supplier, or as otherwise deemed necessary by CityWest.
- 32. The WSO shall provide, at no cost to CityWest, all site licensing for software and firmware programs used by the WSO equipment and shall provide proof of same to CityWest. Where applicable, appropriate and sufficient copies of these programs and instructions shall be provided to CityWest for purposes of maintenance and failure recovery.
- 33. In the event of transfer of ownership of the WSO equipment, the WSO shall provide to CityWest proof of changes to all software and hardware rights associated with the WSO equipment.

- 34. Should a WSO request placement of a specialized or non-standard Antenna, beyond the definition used in this Tariff, where suitable Facilities exist, CityWest may on a case by case basis, enter into a mutual agreement with the WSO. Any direct costs incurred by CityWest that are not included in the rates and charges contained in this Tariff will be paid for by the WSO.
- 35. The WSO shall pay to CityWest any incidental expenses incurred by CityWest in the provision of WSO Tower Service, which are not covered by the rates and charges contained in this, or other CityWest Tariff(s).

#### **B. RATES**

For the purposes of this Tariff Item, the following explanation regarding Service Items shall apply:

- 1. Consultation Fee includes the preliminary work needed to determine whether WSO Tower Service can be provided, or subsequently modified, as the case may be, to meet the WSO's requirements and to provide an estimate of the total cost that will be incurred for the provision of modification of WSO Tower Service at the specified CityWest Sites. A minimum of five (5) hours of labour will be charged at the rates associated with the Consultation Fee to each WSO request. This charge is due upon presentation of the bill by CityWest to the WSO.
- 2. The CityWest Site Accommodation Fee is determined by multiple the CityWest Site Category rate by the total number of CityWest Site Accommodation Units. The CityWest Site Accommodation Units will be assessed at a minimum of 2 units (the first Building Accommodation and the Total Antenna Unit).

CityWest Site Accommodation Units are the sum of:

- a. A Building Accommodation Unit; and
- b. A Total Antenna Unit.

#### Where:

a. One (1) Building Accommodation Unit or the equivalent space occupied is equivalent to one-half (1/2) of a standard equipment mounting rack ("SEMR"), where:

One (1) SEMR is 7 feet high, 19 inches wide,

15 inches deep from the front to the back, and 1.75 inches vertical mounting.

When the space occupied by the WSO equipment is, in total, less than one half (1/2) of an SEMR, one (1) Building Accommodation Unit will be assessed. Even though the WSO has been assessed a full unit, this does not reserve the unused space for future use by the WSO. CityWest may assign this unused space to another WSO in order to address that WSO's immediate needs.

#### And:

a. Total Antenna Unit is defined as:

A Total Antenna Unit is comprised of the following components:

**Basic**: All antenna have one basic unit (Where Basic = 1)

**Custom**: Customer Requested Configuration, or a configuration which does not exist on the requested CityWest Site, consisting of any or all of the following, Top One third of tower, Azimuth, Polarization, Sector, Elevation, Multi-frequency, Dish type, Yagi type, or Singe User (Where Custom = 1)

**Loading Factor**: 550 lbs @ a wind load of 200 km/hr with ½ inch radial inch or portion thereof. The Loading Factor applies to dish type antenna including, grid, para grid, panel antennas.

Dish Type Antenna Loading Units Table

Size (ft)	Basic	Custom	Top-Mount	Loading	Total
1	1	0	1	0	
2	1	0	1	0	
4	1	1	1	1	
6	1	1	1	2	
8	1	1	1	4	
10	1	1	1	8	
12	1	1	1	9	

**Top of Tower:** Applies to Towers exceeding 25 metres (Where Top=1)

For the purposes of clarity, the following are examples of the Dish Antenna calculation.

- 1. 4 ft dish mounted in the lower two thirds of a tower is equivalent to: 1 basic unit + 1 custom unit + 1 loading unit (Total = 3 UNITS)
- 2. 4 ft dish mounted in the top one third of a tower is equivalent to: 1 basic unit + 1 custom unit + 1 loading unit (Total = 3 UNITS)
- 3. The Site Categories are defined as follows:
- a. Category 1 Light Duty Free Standing (self-supporting)

All antenna support towers structurally designed for one (1) to three (3) Mobile Radio base-station antennae up to 46 meters in height.

b. Category II – Light Duty Guyed

An antenna support tower designed only for Mobile Radio base-station antennas up to 74 meters in height. Category II applies to the CityWest Site housing local end offices or tandem switches not specified in Category I.

# c. Category III – Medium Duty Guyed and Free Standing (self-supporting)

An antenna support tower designed for multiple microwave or wireless communication systems up to 106.7 meters in height.

# d. Category IV – Heavy Duty Guyed and Free Standing (self-supporting)

An antenna support tower designed for radio route microwave or wireless communication systems. It is:

A heavy-duty guyed up to 152 meters in height; or

A heavy-duty self supporting unit up to 51 meters in height.

# e. Category V – Wood, Metallic or Concrete Pole Structure

An antenna support tower designed for limited antenna attachments up to 24.5 meters in height.

The WSO shall pay to CityWest the following rates and charges for WSO Tower Service. Such rates and charges are in addition to any other rates and charges that may be applicable.

Service Item	Monthly rate per CityWest	One-Time Service Charge	
	Site Accommodation Unit		
CityWest Site Category			
- Category I	\$80.00	Note 1	
- Category II	\$70.00		
- Category III	\$80.00		
- Category IV	\$100.00		
- Category V	\$50.00		
Consultation Fee	N/A	Note 1	
Installation, Connection,	N/A	Note 1	
Move, Change,			
Rearrangement, Repair,			
Maintenance, Removal,			
CityWest Supervision,			
Interference Analysis, and			
Coverage Determination			

# Note 1:

The WSO shall be assessed a one-time service charge to cover all of CityWest's costs for design modification tot the CityWest Site to accommodate the WSO equipment and any additional equipment expense incurred by CityWest. Costs per hour are \$66.00 between 8:00 am and 5:00 pm and \$132.00 per hour between 5:00 pm and 8:00 am.

# ITEM 14. LOCAL RADIO PROGRAM CHANNEL SERVICE

#### A. SERVICE DESCRIPTION

Local Radio Program Channel Service provides a clear transmission channel (the Local Radio Program Channel) for a one-way, point-to-point transmission of Audio Signal from a broadcast to a studio in the Customer's radio station.

#### **B. DEFINITIONS**

For the purpose of this Tariff Item:

"Audio Signal" means the signal frequency which can be heard by the human ear.

"Full-time Use" means program channels provided on a monthly basis.

"Studio to Broadcast Service Point Channel" means a channel leased for the Full-time use between a broadcasting studio and a service point where a program originated (service point).

"Studio to Transmitter Channel" means a channel lease for Full-time Use between a broadcasting studio and a broadcasting transmitter.

#### C. CONDITIONS OF SERVICE

Local Radio Program Channels are leased for Full-time use between Customer service locations.

Local Radio Program Channels are provided subject to the availability of suitable Facilities; and transmission standards, operating limitations and equipment capabilities being met.

When it is necessary to install special equipment or to incur any unusual expense to establish a Local Radio Program Channel, the Customer shall pay an additional charges based on the equipment installed or the unusual expense incurred.

Interconnection of Local Radio Program Transmission Channels shall be made at the following locations:

- a. For a broadcaster, at the studio or transmitter;
- b. For others, at the Customer's premises if the location is satisfactory to CityWest.

Subject to the approval of CityWest, the Customer can provide terminal equipment.

The Customer is solely responsible for the installation, operation, upgrade, maintenance and repaid of Customer-provided terminal equipment.

ISSUED DATE: JANUARY 1, 2003 EFFECTIVE: FEBRUARY 18, 2003

Customer terminal equipment attached to CityWest's network must be certified or connected through a certified network protection device in accordance with CityWest's Terminal Attachment Standards in section 10.

Where conditions warrant, portions of the channel may be provided and maintained by the Customer on the Customer's continuous property, and no charges will apply to the Customer-owner portion.

When it is necessary for CityWest to sublease Facilities from other Persons to provide Local Radio Program Channels, the Customer shall pay to CityWest the charge for the sublease portion.

When a Customer requests Local Radio Program Channel Facilities outside the Base Rate Area, the Customer shall pay the applicable charges as follows for each Channel provided regardless of whether new or existing Facilities are used:

- a. The Individual Line Charge where facilities exist,
- b. Full construction charges where Facilities do not exist, or
- c. Combination of both charges, as determined by CityWest if Facilities are only partially available.

The Customer shall pay double the Local Radio Program Channel Rates to provide a four (4) wire Local Radio Program Channel Facilities.

Where the Customer cancels an application for Facilities prior to CityWest incurring any costs, no charges shall apply.

Where the Customer cancels an application for Facilities after CityWest incurs costs, the charges to the Customer shall be in the installation charge, or the non-recoverable cost of installation and removal including the costs of engineering, labour, supervision, transportation, rights-of-way and any other associated costs.

Where the Customer changes a Local Radio Program Channel Service Order, the Customer shall pay to CityWest, CityWest's Data Processing charge to re-issue the Service Order.

Where the Customer changes the location of a Broadcast Service Point after CityWest incurs cost, the chargers to the Customer shall be the installation charge, or the non-recoverable cost in installation and removal including the costs of engineering, labour, supervision, transportation, rights-of-way and any other associated costs.

A Local Radio Program Channel may be used only for the purpose specified by CityWest. The Customer shall not use the channel to derive additional channels.

## D. LOCAL RADIO PROGRAM CHANNEL MEASUREMENT

The measurement for rate calculation for Local Radio Program Channels will be actual cable distance between the customers end locations.

## E. RATES

The Customer shall pay the monthly rates as shown on the following table for Local Radio Program Channel Service, and such rates shall be the sum of the following:

SERVICE ITEM	WEEKLY RATE	WEEKLY RATE	MINIMUM RATE
Full-time Use-Local	First 1/4 Mile (per	Each Additional 1/4	Per Month (per
Radio Program	channel)	Mile (per channel)	channel)
Channel			
3 KHz (Voice	\$13.60	\$4.00	N/A
Grade)			
7.5 KHz	\$13.60	\$4.00	N/A
15 KHz	\$13.60	\$4.00	N/A

SERVICE ITEM	SERVICE CHARGE
3 khZ (Voice Grade) ,7.5 KHz, 15 KHz	As per Section 6

ISSUED DATE: JANUARY 8, 2003 EFFECTIVE: FEBRUARY 18, 2003

# ITEM 1. RADIO PAGING SYSTEM ACCESS

	Rate Per Month	Service Charge
(a) Each Block of 100 numbers	\$140.20	_
(b) Each Trunk (PBX 1-way)	Section 2	Section 6
(c) Each Trunk Test Terminal	\$14.05	_

## <u>ITEM 2.</u>

To save for future submissions.

## ITEM 3.

To save for future submissions.

# ITEM 4. CELLULAR TELEPHONE SERVICE

Switched Access Types for Cellular Public Mobile Radio Systems.

This service provides interconnection between CityWest (PRCT) switched network and a system operated by a Cellular System Operator (CSO). Access to the switched network is through PRCT's digital switch and customer billing equipment.

Service is provided subject to the availability of suitable facilities and equipment, PRCT in not responsible for the design or operation of the service provided by the CSO.

Access can be provided in 2 optional configurations, Analogue or Digital.

## 1. SAT – 1 Digital Cellular Service

Can be provided over a facility derived from a megaroute access system. Such a system provides 24 digital access channels between the Digital Switching and the CSO's point of interconnect.

SAT- 1 DSC provides facilities and central office trunk switching equipment equipped with capability of sending appropriate digits of the called party and capable of receiving and transmitting telephone supervisory and control signals as required. The CSO shall provide answer and disconnect supervision.

When in the switched network terminating direction SAT - 1 DCS provides access to the C.O via the same trunk switching equipment as is utilized for calls originating on the switched network. This equipment may be

ISSUED DATE: DECEMBER 10, 2003 EFFECTIVE: MARCH 9, 2004

Used to access valid NXX codes in free calling area of C.O. Access is also provided to local operator service, DDD equipment, directory assistance, 911, 611 and 411. The CSO will be billed for a DDD operator assistance charges.

Minimum blocks of 100 seven-digit local telephone numbers will be assigned by PRCT for use by the CSO. When service is disconnected a regular vacant number intercept announcement will be provided for a limited period of time. Directory listing are not provided with this service.

## 2. SAT-1 Analogue Cellular Service

SAT-1 ACS utilizes analogue communications channels between the CSO equipment and PRCT Central Office. The communications channel is furnished with 4-wire unconditioned facility Type I or II E&M at the CSO point of interconnection.

SAT-1 ACS utilizes one or more of the following service elements for each analogue channel.

- a) 4-wire facility
- b) channel bank equipment
- c) S&M signaling equipment and jack interface
- d) 4-wire voice frequency gain equipment as required

SAT-1 Analogue Cellular service features are the same as those described for SAT-1 Digital Cellular Service.

3. Telephone numbers reservation minimum blocks of 100 - \$82.05.

### **RATES**

The following rates and charges are in addition to any other rates and charges that may be applicable.

- 1. SAT-1 D.C.S.
- (a) Digital Access Channel

Access, Link, Channel and constriction as for megaroute. Per month see megaroute (see attached).

- (b) Cellular Link: central office equipment associated with a Digital Access Channel. Per month \$11.85.
- (c) Cellular Service Network

Common equipment and facilities both in the serving central office and in the local switched network required to process a call on the switched network.

Network charges will vary according to the call handling capacity. Associated with the number of Digital Access Channels provided to each CSO.

(1) Each access channel, to a maximum of 12 channels. \$29.00 per month.

- (2) Each access channel to a maximum of 24 channels. \$52.00 per month.
- (3) Each access channel to a maximum of 36 channels. Channels \$61.00 per month.
- (d) Telephone numbers seven digit numbers equipped with outpulse, available in blocks of 100's. \$82.05 per month, rate per 100.

Service charge \$62.00 for each request for number of numbers.

- (2) SAT-1 Analogue Cellular Service (ASC)
- (a) Analogue access channel

4-wire unconditioned facility each channel

(1) between PRCT's central office and CSO equipment.

Mileage minimum \$11.50

1<sup>st</sup> Quarter \$8.72 Section 6 Additional Quarters \$2.57 Attached

- b) Channel bank equipment each channel \$15.50 per month (section 6 attached)
- c) E&M signaling equipment each channel \$12.60 per month (section 6 attached)
- d) 4 wire voice frequency gain equipment \$13.15 per month (section 6 attached)
- e) Cellular Link: central office equipment associated with a Digital Access Channel, per month \$11.85
- f) Cellular service network: common equipment and facilities both in the serving central office and in the local switched network required to process a call on the switched network. Network charges will vary according to the call handling capacity, associated with the number of Digital Access Channels provided to each CSO.
- g) Telephone numbers reservation minimum blocks of 100 \$82.05

#### TERMS AND CONDITIONS

- (1) The CSO shall be PRCT's sole customer under this agreement and responsible for all charges due as a result of the use of all facilities or equipment provided.
- (2) All traffic to be carried on or over CSO's network and interconnected with the companies network shall be limited to calls where one or both of the terminating points of the call is a "mobile station" as defined in the International Telecommunication Union Radio Regulations, Chapter 1, Article 1, Section 111, Part 4.8, as amended from time to time.
- (3) The provisions of connections and equipment does not constitute a joint undertaking with the CSO.
- (4) The Company shall not be responsible to customers of the CSO for end to end service.
- (5) The CSO shall provide at no charge adequate space, and power for cross connection.
- (6) The CSO equipment shall not interfere with any of PRCT service or equipment.
- (7) The CSO equipment shall not endanger the safety of PRCT employees or the public and shall not damage or interfere with the proper functioning of PRCT's equipment.
- (8) All connections shall be available to PRCT at reasonable times for any required test or adjustments.
- (9) PRCT shall initiate trouble repair procedures only when trouble is reported to PRCT by the CSO, and shall not respond to individual reports of the CSO customers.
- (10) PRCT shall not be obligated to provide in future, telephone numbers which are consecutive to the previously reserved by the CSO.
- (11) The point or points of physical interconnection between PRCT and the CSO must be located within the City Of Prince Rupert's boundaries at a mutually agreed upon point on the CSO premises.
- (12) The Customer and PRCT shall be individually responsible for the provision of their respective facilities on either side of the point of physical connection. Further, each shall be responsible for the provision of facilities and equipment required in servicing its users. Nothing herein shall operate to convey to either party the ownership of or an interest in the facilities and equipment of the other party.

**TARIFF PAGE** 

- (13) If either the Customer or PRCT proposes to make any changes in its operations, services or system which would materially affect the other's operations, services or system, the one so changing shall give thirty days prior written notice of any such changes and shall coordinate such changes with the other.
- 14) A) PRCT reserves the right to change in whole or in part the design, function, operation or layout to its equipment, apparatus, lines, circuits or devices or any other components of its system as it considers necessary.
- b)PRCT shall not be responsible to the Customer for any of its equipment, apparatus, lines or devices or other components, either in whole or in part, which cease to be compatible with those of the Customer or become inoperative because of such changes to PRCT's equipment, apparatus, lines, circuits, devices or other components.
- (15) a)Central office facilities and terminal numbers provided by PRCT for the Customer's use may be changed to meet the reasonable operating and service requirements of PRCT. Where such changes are to be made, PRCT shall advise the Customer in writing not less than 180 days in advance, outlining the reasons or such changes, including a specification of the total quantity of terminal numbers affected, and will coordinate the changes with the Customer.
- (16) PRCT shall not be liable for any interruption of service.
- (17) In the event of non-payment of charges, or non-compliance with terms and conditions by the Customer, PRCT may:
- (i) Restrict the installation of additional facilities and terminal numbers; and/or
- (ii) Disconnect any or all equipment and terminal numbers provided by PRCT pursuant to this Tariff.
- (18) a)PRCT may require the Customer to enter into an agreement for the provision of the service.
- (b) The agreement will be for a minimum term of one year.
- (c) The service is provided subject to any additional terms and conditions as mutually agreed to in the agreement.

A. Megaroute Service furnishes point to point digital transmission with an exchange or free calling area.

DS-0 64Kbps DS-1 1.54Mbps

- (1) Service is furnished subject to availability of suitable facilities.
- (2) The service consists of the following components:
- a) Station: The customer is responsible for any multiplex or terminal equipment at the customer's premises up to the interface point.
- b) Access: Provides the customer with a jack ended DS-1 interface and digital local loop from the customer's premises to the serving Central Office (C.O.)
- c) Link: Provides the C.O. equipment required to connect Accesses in the same central office or to connect an Access to a channel or other service provided by PRCT.
- (B) Intraexchange (Local)

The following rates provide for appropriate Megaroute Service between service points within an exchange of free calling area.

a) Access, each service point, each customer

1Construction \$9000.00 Service Charge (S/C)

II DS-1 Access

Non-contracted \$550.00 per month

\$300.00 Service Charge (S/C)

b) Access, each service point, each customer III DS-1 Access

Minimum Contract Period					
	1 year	2 year	3 year	4 year	5 year
Initial 4 each	500.00	480.00	460.00	445.00	430.00
Next 8	200.00	275.00	260.00	240.00	215.00
Over 12 each	240.00	215.00	190.00	170.00	150.00

c) Link each serving C.O.

Each DS-1 Access 40.00 per month 50.00 S/C

Each DS-3 Access 250.00 per month 250.00 S/C

### **ITEM 5. WIRELESS ACCESS SERVICE**

### **ITEM 5. WIRELESS ACCESS SERVICE**

### **CCS7 Signalling Interconnection**

- 1. CCS7 Signalling Interconnection will provide WSPs using trunk-side interconnection with the ability to interconnect their own CCS7 signalling network with the Company's CCS7 signalling network in order to exchange the ISUP signaling information necessary to support the completion of calls between the two networks. CCS7 Signalling Interconnection is subject to the availability of suitably equipped facilites.
- 2. Transit Services
- a) The services contained within this item for CCS7 Transiting Service (CCS7 signalling messages) are based on existing CCS7 interconnection arrangements between a third party carrier and each of the WSP and CityWest Cable and Telephone
- b) Evidence of existing CCS7 interconnect arrangements between the Wireless Service Provider and the third party carrier is to be provided to CityWest Cable and Telephone.
- c) The CCS7 Transit Service allows a WSP to interconnect to CityWest Cable and Telephone on a trunk-side basis for traffic exchange as an alternative to the installation of direct interconnection CCS7 network interfaces.
- d) The CCS7 Transit Service provides for transiting of Integrated Services Digital Network User Part ("ISUP") messages where the WSP and the Company have implemented direct message trunking or use existing 3rd party trunking and TCAP (Transactions Capabilities Application Part) messages to support Call Management Services ("CMS") functionality between the WSP and the Company regardless of where the WSP and CityWest Cable and Telephone are operating.
- e) Service charges apply per order on both the initial and subsequent orders.
- f) The CCS7 Transit Service is provided to a WSP at the rates and charges as listed below and are in addition to any other rates and charges that may apply as listed in the Company's Tariffs.

Description	Monthly Rate	Service Charge
CCS7 Transit Service	\$560.50	
Initial Service Charge – per order		\$2970.00
Subsequent Service Charge – per Order		\$1948.00

## ITEM 6. SUPPORT STRUCTURE SERVICE

#### A. DESCRIPTION OF SERVICE

The provision of Company provided support structure consisting of aerial strand and underground duct systems for C.A.T.V. coaxial or fibre optic cable and associated hardware. Communications-related equipment inserted into licensee cabling located on ILEC strand (i.e. strand equipment) does not require a permit.

#### B. RATES

Rate Per Month

1. For use of the Company's aerial facilities ear	h
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(30) metres of cable network, per strand \$0.85

2. For use of the Company's duct facilities, each (30) metres of individual coaxial or fibre optic cable:

Type A	\$2.25
Type B	\$1.61

### C. SERVICE CHARGES

Installation of cable placed solely for the Licensee and Joint Entrance Cable shall be at actual cost.

ISSUED DATE: SEPTEMBER 29, 2014 EFFECTIVE: OCTOBER 8, 2014

ISSUED DATE: FEBRUARY 12, 1996

**EFFECTIVE: APRIL 1, 1996** 

## ITEM 7. VOICE MESSAGING ACCESS

### A. GENERAL DESCRIPTION

Voice Messaging Access integration between Prince Rupert CityWestephone's telephone network and an external voice messaging system.

### **B. CONDITIONS OF SERVICE**

- 1) Voice Messaging Access is comprise of the following components:
- a) Simplified Messaging Desk Interface (SMDI) Access Link:

Provides the Customer with a data link connection between the telephone Network and en external voice messaging system. The SMDI Access Link is required in order to receive incoming call information and to deliver (send out) the following two types of Message notification:

- 1) Message waiting; and
- 2) Cancel Message Waiting.
- b) Voice Access Line:

Provides one path between the telephone Network and the voice messaging system.

- 2) Voice Messaging Access is provided over one data link connection and is only available on the Downtown Exchange.
- 3) Other charges, at CityWest's prevailing rates, may apply to extend the Voice Access Line and the SMDI Access Link from the Downtown Exchange to areas outside the serving area.
- 4) The Customer does not acquire any property rights in any component of Voice Messaging Access, as all components are provided purely on a rental basis.

# C. RATES AND CHARGES

The Customer shall pay to CityWest the following monthly rates and charges for Voice Messaging Access service, and these rates and charges are in addition to any other applicable rates and charges as stated in CityWest's tariff:

Service Item	<b>Monthly Rate</b>	Service Charges
SMDI Access Link	\$5000.00	\$1000.00
Voice Access Line	Special Assembly	Special Assembly

ISSUED DATE: FEBRUARY 12, 1996 EFFECTIVE: APRIL 1, 1996

# ITEM 8. 10 MBPS DIGITAL SERVICE

#### A. GENERAL DESCRIPTION

- 1) 10 Mbps Digital Service is furnished for the digital transmission of information at a peed of 10 Mbps Ethernet connection between service points in the same serving area.
- 2) Service is furnished subject to the availability of suitable facilities.
- 3) The Company determines the exchanges where service may be provided.
- 4) The service consists of 10 Base T Ethernet connections with a 10 Mbps throughput.

### **B. RATES**

The following rate provides for the appropriate DAS components required to configure the customer's network:

Rate Per Month	Service Charge

1. Monthly contract (Note 1) \$2200.00

\$6000.00

Note 1: a minimum service charge of \$6000.00 applies. If actual costs exceed this \$6000.00 minimum, the customer will pay actual costs.

### C. CONDITIONS

- 1. This Agreement shall be effective as of the date of execution and shall continued in effect until terminated on 30 days' prior written notice from either party to the other.
- 2. All 10 Mbps Digital Service outside CityWest's base rate area will incur an additional mileage charge, in addition to the above rates for service within CityWest's base rate area.

## ITEM 9. INTERNET BACKBONE ACCESS

### A. DESCRIPTION OF SERVICE

Internet Backbone Access provides Ethernet access for a Service Provider to the CityWest Internet Backbone pipe for the purpose of reselling Internet Services.

### **B. DEFINITIONS**

For the purpose of this tariff:

### C. AVAILABILITY

This service is available in the Company's serving area. The service is provided at the Company's discretion, subject to the availability of suitable services and subject to the terms and conditions of the agreement CityWest has with its provider.

### D. CONNECTIVITY

Connection to the Internet gateway is via DS1 transport and is subject to CityWest colocation and Local Digital Service tariffs if applicable.

## E. RATES

	Rate Per Month	Service Charge
Internet Access Per Meg Internet Access Per 10 Meg	\$1700.00 \$12000.00	Section 6 Section 6

<sup>&</sup>quot;Internet backbone: is an ATM data circuit to CityWest's Internet gateway.

<sup>&</sup>quot;Service Provider" is a provider of Internet Services including dial-up and ADSL.

To save for future submissions.

To hold for future submissions.

To hold for future submissions.

To hold for future submisssions.

## TARIFF PAGE

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# CITYWEST MOBILITY CELLULAR

To hold for future submissions.

## TARIFF PAGE

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# CITYWEST MOBILITY CELLULAR