

Item
733**VOICE GRADE CHANNELS FOR YUKON TERRITORIAL GOVERNMENT**

(N)

1. General

- (a) All terms and conditions of private wire service, as set out in General Tariff CRTC 3003, Item 202 apply to the Yukon Territorial Government ("Government") except as set out below.
- (b) All terms and conditions of a Multi-Departmental Mobile Radio System ("MDMRS", or the "System") set out below apply to Government until June 20, 2009.

2. Ownership

- (a) Ownership of the MDMRS shall reside with the Government and shall be leased to Northwestel Inc. ("Northwestel") at a rate of \$1.00 annually. Government retains the right to sell all MDMRS facilities to Northwestel at any time until June 20, 2009 for the price of \$1.00.
- (b) All software used as a component of the MDMRS shall be under the ownership of Northwestel. Government shall have the non-exclusive right to use this software in the operation of MDMRS.
- (c) Government shall not sell, sublease or assign to or for the use of any other party or parties, any portion of the facilities, circuitry or services provided by the MDMRS.

3. Non-government Users

- (a) Northwestel shall have the right to offer the use of all MDMRS facilities to non-government users, provided that:
 - i) only highway dispatch service is offered to non-government users;
 - ii) non-government users are not permitted access to the Public Switch Telephone Network ("PSTN") via access lines provided to the Government;
 - iii) prior notice is given to Government before private customers are allowed access to the system;
 - iv) the grade of service to Government is satisfactorily maintained;
 - v) the services provided to Government users are not used to subsidize non-government users; and
 - vi) non-government users are not permitted to share the same RF channels assigned to Government users.
- (b) Northwestel shall have the right to add MDMRS equipment to support non-government users.

4. Termination of Service

- (a) Government may terminate MDMRS service, by writing to Northwestel, under the following conditions:
 - i) if Northwestel is in breach in the terms and conditions of service and the problem is not rectified within 60 days;
 - ii) if, after 60 days notice, Northwestel is either unable to provide the acceptable grade of service or unable to respond in such a manner that would indicate their capability to provide the acceptable grade of service;
 - iii) If Northwestel is unable to maintain staff in the Yukon to address technical and management issues relative to the System;
 - iv) If management of the MDMRS is no longer located in the Yukon. Management shall mean the management of the statistical data governing the operations of the System.

SPECIAL SERVICES

Item
733

VOICE GRADE CHANNELS FOR YUKON TERRITORIAL GOVERNMENT (cont'd)

4. Termination of Service (cont'd)

- (b) Upon early termination of service, Government shall negotiate with Northwestel mutually agreed upon terms and conditions of service, provided at approved tariffed rates, until Government can arrange for an alternative communications network, or for a period of 90 days or until June 20, 2009, whichever is earliest.
- (c) Upon early termination of service, Northwestel shall have the right to negotiate and purchase all MDMRS facilities from Government at some mutually agreed upon price.

5. Blockage

- (a) Any facilities used to correct blockage caused by Government users shall be provided at the expense of Government.
- (b) Any facilities used to correct blockage caused by non-government users shall be provided at the expense of Northwestel.

6. Rates and Charges

<u>Mileage</u>	<u>Monthly Rate</u>	<u>Mileage</u>	<u>Monthly Rate</u>
1	\$ 55.09	57-60	\$ 604.27
2	67.97	61-65	643.20
3	80.67	66-70	685.11
4	93.32	71-76	731.98
5	105.40	77-83	779.93
6	117.82	84-91	785.51
7	130.24	92-100	827.60
8	142.49	101-110	866.01
9	146.63	111-121	902.69
10	158.07	122-133	945.42
11-12	176.99	134-146	989.35
13-14	195.16	147-160	1,039.14
15-16	215.63	161-175	1,110.56
17-18	238.57	176-191	1,132.69
19-20	261.22	192-208	1,210.26
21-22	281.75	209-226	1,293.18
23-24	290.20	227-245	1,379.89
25-26	305.84	246-265	1,471.66
27-29	328.79	266-286	1,568.60
30-32	357.31	287-308	1,669.11
33-35	387.26	309-331	1,773.19
36-38	418.95	332-355	1,776.98
39-41	450.23	356-380	1,883.01
42-44	481.51	381-406	1,994.96
45-48	492.83	407-433	2,110.02
49-52	527.45	434-461	2,226.86
53-56	563.39	462-490	2,346.69
		Over 490	2,464.45

D

(A)

For explanation of symbols see Page 1

Issued: 19 February 2004

Approved in Telecom Order CRTC 2004-99, 26 March 2004

© 2004 Northwestel Inc.

Effective: 16 April 2004

TN_805

Item

733 VOICE GRADE CHANNELS FOR YUKON TERRITORIAL GOVERNMENT (cont'd)

8. Frequencies

- (a) Government shall obtain and be the licensee of record for all frequencies of the system from the Department of Communications, Canada.
- (b) Northwestel shall provide a detailed frequency plan for all MDMRS Base Stations.
- (c) Government shall advise Northwestel immediately upon any changes to frequencies and shall be financially responsible for any equipment changes resulting therefrom.

9. Use of system

- (a) MDMRS is a system which may be used by many customers, including the Federal Government and its agents, Government and its employees, contractors or agents. Municipal Government Agencies and Northwestel private customers as designated from time to time in order to meet the Government's operational requirements.

10. Power

- (a) Northwestel shall provide prime power or commercial power with standby backup at all sites.

11. Maintenance

- (a) Northwestel shall maintain the MDMRS in good repair so as to assure a 99.6% system availability objective over each 12-month period.
 - i) Northwestel shall respond and restore service at any repeater site within 36 hours after site availability has been established.
 - ii) During a system outage, access to the PSTN will be allowed at no charge.
 - iii) If a system failure is found to be caused by the Government's customer-owned and provided terminal.
- (b) Northwestel shall maintain the MDMRS central control switch in good repair so as to maintain a 99.9% availability objective. For each 12-month period, the total outage time shall not exceed 2 hours.
- (c) Government shall have the right to perform technical and operational audit of the MDMRS on an annual basis.

(N)

Item
733

VOICE GRADE CHANNELS FOR YUKON TERRITORIAL GOVERNMENT (cont'd)

(N)

12. Liability

- (a) Northwestel shall be responsible for replacement of all System equipment until June 20, 2009. In the event that a fire or some other act caused the equipment destruction, Northwestel will endeavour to provide equipment replacement in the shortest time possible.
- (b) Uninterrupted service is not guaranteed. The service availability objective for MDMRS is 99.6%.
- (c) Northwestel shall be responsible for damages, costs or losses arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission of equipment but this responsibility shall not exceed the proportionate circuit rental charged to Government for that portion of the System being affected.
- (d) No liability exists for:
 - i) service interruptions due to tests, maintenance, adjustments and upgrades for durations agreed upon in advance by Northwestel and Government;
 - ii) duration of interruptions, as in (i), as requested by the Government;
 - iii) Interruptions required to correct interference caused by Government's privately-owned equipment;
 - iv) Interruptions due to actions or omissions of Government users;
 - v) Interruptions due to non-accessibility to a site because of weather or non-availability of the proper transportation required getting to a site.
- (e) Neither Northwestel nor Government shall be responsible to the other for indirect or consequential damages arising from performance or non-performance of their respective obligations.
- (f) Government and Northwestel shall be liable to the other for any damage to property or personal injury caused the willful misconduct or negligence of their respective employees, subcontractors or agents.