

December 19, 2017

**TARIFF UPDATE**

**Northwestel Inc. Tariff Notice 1006**

**Operation of Customer-Owned Fibre Facility Service (OCOFFS) Final Configuration**

**NOTE: Effective date – January 1, 2018**

This tariff application was submitted to update Special Services Tariff CRTC 3010 - Item 772 - Operation of Customer-Owned Fibre Facility Service (OCOFFS), to reflect the final configuration of OCOFFS.

The CRTC has approved this tariff on an **interim** basis in Telecom Order CRTC 2017-455 on December 19, 2017

<b>Tariff</b>	<b>Description</b>
CRTC 3010	1 <sup>st</sup> Revised Page 130
CRTC 3010	1 <sup>st</sup> Revised Page 131

## Item

## 772 OPERATION OF CUSTOMER-OWNED FIBRE FACILITY SERVICE

## 1. General

- (a) Operation of Customer-Owned Fibre Facility Service (OCOFS) is an arrangement between the Customer and the Company which provides for the operation and maintenance of the Customer's fibre facility from the Company's McGill Lake point of interconnection facility to the Company's Central Office in Inuvik.
- (b) The Customer's fibre facility will transit the communities noted below. Interconnection by third parties with the Customer's fibre facility is permitted in each of these communities.

Community	Province/Territory
Fort Good Hope	NT
Fort Simpson	NT
Inuvik	NT
Norman Wells	NT
Tulita	NT
Wrigley	NT

Local access facilities for interconnection to this system when provided by Northwestel will be provided at the rates, terms and conditions as specified in the Company's tariffs. Interconnection of other facilities is permitted where agreed to by the Customer. The point of interconnection in these communities can be within the Company's Central Office. Interconnection with the Customer's fibre facility may also be made at the Company's McGill Lake point of interconnection.

- (c) This arrangement is provided subject to the availability of suitable facilities. Should suitable facilities not be available when requested by the Customer, the Company may offer to provide alternative services, and such alternative services will be provided subject to the Customer's agreement.
- (d) For the period from 1 October 2016 and expected to end no later than 31 December 2017, service to Inuvik will be provided over the Customer's fibre facility and/or through a combination of existing Company terrestrial facilities on an interim basis (the Initial Configuration), until the Customer migrates all end-user traffic. The capacity delivered to Inuvik by the Initial Configuration will be provided on a best efforts basis, and may be limited by the capacity and capabilities of the transport network, such as microwave facilities, between Inuvik and McGill Lake.
- (e) For the period beginning upon completion of the Customer's fibre facility and successful migration of all traffic from the Initial Configuration to the Customer's fibre facility and for the remainder of the Contract Period (the Final Configuration), service to Inuvik will be provided over the Customer's fibre facility. For the period up to 31 December 2017, the Customer is permitted to have traffic on both the Initial Configuration as well as the fibre facility.
- (f) Beginning 1 January 2018, back-up circuits are provided as part of OCOFS. Back-up circuits are provided solely on Company provided facilities to deliver traffic from each community noted in (b) above to McGill Lake in the event of a failure of the Customer's fibre facility. These back-up circuits are provided at no additional charge to the Customer, as set out below.
- (g) For Inuvik only, back-up circuits are provided upon request by the Customer for certain of its end-users, as designated by the Customer. Each back-up circuit will provide up to 5 Mbps of bandwidth for each primary circuit on the Customer's fibre facility.
- (h) For all communities noted in (b) above, including Inuvik, a single back-up circuit of 2 Mbps, or 10% of the average daily capacity up to a maximum of 20 Mbps per community, is provided upon request.
- (i) The Customer's fibre facility will connect to a 10Gbps wavelength service at the Company's McGill Lake, NWT facility as set out in Special Services Tariff CRTC 3010 Item 773, Large Capacity Wavelength Service, which will carry the Customer's traffic to High Level, AB. Interconnection with other facilities and/or carriers at High Level are not included in this arrangement.

(M) – CRTC 3010 Item 772.2 Eligibility and Item 772.3.a, Terms and Conditions, moved to 1<sup>st</sup> Revised Page 131

For explanation of symbols see Page 1

Issued: 19 December 2017

Effective: 1 January 2018

Interim approval in Telecom Order CRTC 2017-455, 19 December 2017

**SPECIAL SERVICES**

**Item  
772**

**OPERATION OF CUSTOMER-OWNED FIBRE FACILITY SERVICE**

**2. Eligibility**

To be eligible for this arrangement, the Customer will operate a fibre facility from McGill Lake to Inuvik, NWT.

**3. Terms and Conditions**

(a) In the event of any inconsistencies between this Tariff Item and any written or unwritten contract or agreement with the Customer, the rates, charges, terms and conditions specified in this Tariff Item shall prevail.

(b) Contract Period

The rates, terms and conditions applicable to this arrangement as offered in this Tariff Item shall remain in effect for the Contract Period of the arrangement, unless specified otherwise in this Tariff Item. The Contract Period consists of:

- i) the Initial Contract Period for the operation and management of the Customer's fibre facility, which begins on the date the Customer's fibre facility is turned up and ends on 30 October 2034 (the Termination Date).
- ii) The Company will, on request by the Customer, for a period not to exceed 6 months after the Termination Date (the Transition Out Period):
  - a) co-operate fully with the Customer and any successor to achieve a timely, safe, orderly, effective and efficient transition of OCOFFS and to avoid or mitigate in so far as reasonably practicable any inconvenience to end-users or any risk to the health and safety of any person; and
  - b) continue to provide OCOFFS in whole or in part as required by the Customer. The Customer will pay to the Company the monthly rate as set out in Section 5.0, pro-rated for any partial service during the Transition Out Period.
- iii) Termination prior to expiry of the Contract Period: OCOFFS may be terminated prior to the Termination Date by the Customer by written notice and upon payment of the applicable Termination Charges to the Company, calculated as outlined below:
  - a) the aggregate amount, without duplication, of:
    - i. the Employee Payments and the Service Provider Breakage Costs;
    - ii. any accrued but unpaid amounts owing and payable by the Customer to the Company;
    - iii. any Insurance Receivables, if and to the extent the Company has assigned them to the Customer; andLESS, to the extent it is a positive amount:
  - iv. any amounts that the Customer is entitled to set off or deduct under the agreement.

**4. Service Level Agreement, Targets and Credits**

During the Contract Period, the Customer will pay the Company monthly for OCOFFS as set out in Section 5.0 – Rates and Charges. The monthly rate may be adjusted for deductions for service outages, as outlined below.

(a) Entitlement to Make Deductions

The Customer will be entitled to make deductions for eligible service-affecting events. The aggregate of all deductions that the Customer may make from a monthly payment may not exceed the amount of the monthly charges for that month.

(b) Classification of Event

The classification of an event as an outage, operating failure, or backup unavailability event, and the type of an outage, will be made at the time at which the occurrence of the event is reported to the Company.

(M) – CRTC 3010 Item 772.2 Eligibility and Item 772.3.a, Terms and Conditions, moved from 1<sup>st</sup> Revised Page 130.

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