

ITEM
227

Wide Area Network ADSL Service

ITEM
227.1

Service Description

Wide Area Network ADSL Service (WAN ADSL Service) is a broadband access service based on Asymmetric Digital Subscriber Line (ADSL) technology. This service will enable a Competitive Local Exchange Carrier (CLEC) or a Digital Subscriber Line Service Provider (DSLSP), hereinafter referred to as “service provider”, to establish a high speed data access path between its end-user's premises and a Network to Network Interface, provided under Item 217, Network to Network Interface Service (“NNI”), at a Company serving wire centre.

WAN ADSL Service provides a dedicated data channel from the end-user's location to a Company wire centre.

WAN ADSL Service uses available bandwidth above the voice-band on the same local loop used by the Company or a CLEC to provide residential or business Primary Exchange Service including Centrex voice locals terminating on other than EBS sets. The service is limited to lines terminating on single line station equipment. WAN ADSL Service allows for the simultaneous use of the end-user's telephone line for voice-band applications such as voice transmission, permissive data or facsimile.

WAN ADSL Service:

- a. Connects to a Company provided NNI which provides for the aggregation of end-user traffic associated with a single service provider, from specified ADSL enabled wire centre in the Company's operating territory, and
- b. Provides WAN ADSL Access over end-user loops that qualify for ADSL service where the ADSL serving equipment is located either in a host wire centre or at a remote location, i.e., a location other than a host wire centre. In the case of a remote location, the WAN ADSL Access includes the umbilical facilities required to transport ADSL traffic to/from the host wire centre serving the remote location.
- c. WAN ADSL Access is specifically defined as a dedicated Permanent Virtual Circuit (PVC) between the end-user's premises and the NNI located in the Company's wire centre.

ITEM
227

Wide Area Network ADSL Service - Continued

ITEM
227.1

Service Description - Continued

- d. Requires a modem at the end-user's premises. The modem can be Company-provided or customer-provided.
 - i) For Company-provided modem, WAN ADSL Service includes the POTS splitter at the end-user's premises in order to separate the ADSL data traffic from the voice traffic.
 - ii) For customer-provided modem, the Customer is responsible for the POTS splitter at the end-user's premises in order to separate the ADSL data traffic from the voice traffic.
- e. Supports Point to Point Protocol over Ethernet (PPPoE) across the Company's backbone network.
- f. Point of demarcation at the Customer Premises for WAN ADSL Service is the Customer Demarcation Point, or in the Main Telephone Room (MTR) in MDUs.
- g. Point of demarcation, at the Interconnection with the service provider, for WAN ADSL Service is the NNI.

Because the Commission has forborne, in Telecom Regulatory Policy CRTC 2009-19, with respect to the regulation of this service as set out in that decision, the Company may also provide the service in this tariff at rates and on terms different from the tariffed rates and terms pursuant to an agreement entered into between the Company and a competitor that has been filed with the Commission for the public record.

N
|
|
|
|

ITEM
227

Wide Area Network ADSL Service – Continued

ITEM
227.1

Service Description – Continued

Definitions

“*Customer*” is defined as a service provider, which can be a CLEC or DSLSP.

“*Customer Cutover or Access Upgrade*” encompasses the case where a customer requires a larger bandwidth access at its Point of Presence (PoP) site to accommodate growth in end-user traffic. The customer may also be relocating its PoP site access or transferring all of its existing subscribers to a different access which does not necessarily require an upgrade in bandwidth.

“*Customer Name Change*” is when a customer requests that its billing or company name to be changed to a different billing or official company name.

“*Dry Loop*” is an unbundled local loop which is not used for primary exchange service. N

“*DSLSP*” is a provider of Digital Subscriber Line based applications, such as high speed internet access and Local Area Network extensions, to the public for compensation. A DSLSP is not operating as a CLEC.

“*End-user*” is defined as being the service provider’s customer.

“*Mergers and Acquisitions*” are when a customer transfers a portion or all of its subscriber base to another customer. This is also applicable when two different customers are merging in order to become only one new company, or when a single company divides to become multiple companies.

“*Voice Service*” refers to services that use the voice-band porting of the local loop and included voice transmission, permissive data or facsimile.

ITEM
227.2**Conditions of Service**

1. WAN ADSL Service is available only from suitably equipped Company Central Offices as determined by the Company, and shall be provided subject to the availability of suitable equipment and facilities as determined by the Company.
2. The existing end-user's loop facility must qualify for WAN ADSL Service.
3. The Company requires the cable pair to come into a Company Central Office main distribution frame.
4. A minimum of one NNI is required for each service provider. This interface is a pre-requisite for the WAN ADSL Access component described below.
5. WAN ADSL Access consists of the ADSL serving equipment in the serving wire centre, and remote location as appropriate and cross connection of such equipment to an existing Company or CLEC provided voice service.
6. One WAN ADSL Access is required for each end-user.
7. The rates for WAN ADSL Access are based on a contract period selected by the service provider for 1, 2 or 3 years. The service provider is billed one (1) month in advance and is charged based on the number of end-users.
8. The point of demarcation for the NNI is as specified in the NNI tariff referenced above.
9. The Company is not responsible for inside wiring charges beyond the specified demarcation point.
10. WAN ADSL Access will only be provisioned over Company provided Primary Exchange Service unbundled local loops, which are also being used to provision voice services, or Dry Loops. When WAN ADSL Service is provided over Company-owned Dry Loops, the service provider will be required to lease the Type A unbundled loop under the terms and conditions specified in the former TCI Carrier Access Tariff (CRTC 18008), Item 215, Local Network Interconnection and Component Unbundling (in Alberta), or TCBC Carrier Access Tariff (CRTC 1017), Item 105, Local Network Interconnection and Component Unbundling (in British Columbia). Monthly Rates are in Item 227.3 c.
11. The Company will not offer additional services to End-Users over an unbundled local loop being used by a competitor for Wide Area Network ADSL Service when it is provided over Dry Loops.

C
|
|
|
|
|
D
|

ITEM
227

Wide Area Network ADSL Service – Continued

ITEM
227.2

Conditions of Service – Continued (§)

C

12. Subject to availability, up to three additional PVCs can be purchased for each WAN ADSL Access. The use of additional PVCs is dependent on the feature supported by the ADSL modem. Additional PVCs must be between the end-user's premises and the NNI.
13. The ADSL equipment is subject to operational constraints related to the characteristics of the underlying loop facility. Service providers may use WAN ADSL Service to establish high-speed connections to only those end-user premises located within the operational range of the ADSL serving equipment associated with particular Company serving wire centres and suitably equipped remote locations. Service providers may not use WAN ADSL Service to establish high-speed connections to end-user premises located beyond the range of the ADSL serving equipment or served by the Company or CLEC voice service having excessive bridge taps, equipped with load coils or which is not capable of supporting metallic continuity.
14. Customer premises equipment attached to the Company's network must be certified or connected through a certified network protection device in accordance with former TCI General Tariff (CRTC 18001) Item 110 (Attachments) in Alberta, or TCBC General Tariff (CRTC 1005) Item 170 (Interconnection Services – General) in British Columbia, as applicable.
15. WAN ADSL Service is offered on a minimum contract period (MCP) of either 1, 2 or 3 years. Upon expiration of the contract period and subject to the following, the WAN ADSL Service customer will be deemed to have agreed to commit to another immediately succeeding contract period of equal duration, and for an equal commitment level unless the WAN ADSL Service customer has agreed to a contract period of a different duration and/or commitment level, or the service subscription has been terminated.
 - a. All WAN ADSL Service customers will be notified by the Company, either on their monthly bill or by letter, at least sixty (60) days before the end of the current WAN ADSL Service contract, as to when automatic renewal will take place, absent any indication by the Customer to the contrary;

D

(§) Items 227.2.12, 13, 14 and 15 were approved on an interim basis in Telecom Order CRTC 2006-133, 2006 05 31.

N

ITEM
227

Wide Area Network ADSL Service – Continued

ITEM
227.2

Conditions of Service – Continued

16. The service provider is required to provide at least one month's notice, in writing, of early termination of the WAN ADSL Service contract. Termination charges will be paid as liquidated damages and not as a penalty. In the case of a one year contract, termination charges equal to the total remaining monthly payments apply. In the case of a 2 or 3 year contract, termination charges equal to 50% of the remaining monthly payments apply. Payments will be calculated based on the average volume of end users in the 12 month period prior to notice of termination. If a service provider migrates to another comparable service, the termination charges may be waived by the Company. A comparable service must be contracted for by the service provider for at least as long as the original agreement and to which the applicable fees are no lower than those in the original agreement. | F
17. If an end-user cancels its Company or CLEC provided voice service or if it is otherwise removed from service, billing for WAN ADSL Service will continue until the Company has been notified by the service provider that WAN ADSL Service is to be terminated. |
18. Where the end-user's Company or CLEC provided voice service currently meets the Company's technical requirements for WAN ADSL Service, in particular metallic continuity, the Company will provide the service provider with a minimum of one year's advance notice of any facility change that would eliminate metallic continuity on that end-user's loop. |
19. Service providers subscribing to WAN ADSL Service will be responsible for obtaining the following elements required to make the service operational: |
- a. DSL or other compatible high speed modem, subject to the Company's acceptance. |
 - b. Filters – In some circumstances, end-users may detect audible noise on their telephone line following the installation of the modem, necessitating the use of voice/data filters installed directly in the telephone jack. |
 - c. ATM or Ethernet connectivity between the Company's broadband network and service provider's PoP. |

ITEM
227

Wide Area Network ADSL Service – Continued

ITEM
227.2

Conditions of Service – Continued

20. The service provider is responsible for informing the end-users of the connectivity requirements of the service. This includes:

- a. Ethernet Card requirement if not included in service provider's service to its end-users.
- b. Protocol (TCP/ IP) configurations.
- c. Application configuration details (router, web browser, etc).

21. The Maximum Line Speeds available under WAN ADSL Service:

- Up to 4000 Kbps downstream
- Up to 1024 Kbps upstream

22. As a condition of service under this tariff, and in accordance with *Review of the Internet traffic management practices of Internet service providers*, Telecom Regulatory Policy CRTC 2009-657 ("TRP 2009 -657"), paragraphs 50, 66 and 104, customers employing Internet Traffic Management Practices (ITMPs) shall:

- a.) whether or not they are Canadian carriers, abide by the requirements of subsection 27 (2) of the Telecommunications Act with regard to any ITMPs they employ;
- b.) abide by the disclosure requirements described in TRP 2009-657; and
- c.) not use for other purposes personal information collected for the purposes of traffic management and not disclose such information.

23. The Customer is responsible for the installation, operation and maintenance of any equipment, apparatus or devices that the Customer or end-user provides and which is attached or connected to or used with the Company's facilities and or equipment. When, as a result of a service issue raised by the Customer to TELUS and at the request of the Customer to test the services provided by the Company, the Company completes testing activities and finds that there is no fault in the Company's facilities; or when a truck roll is required to an end-users premises and no trouble is found in the Company's facilities and/or equipment but such trouble continues to be present when the Customer-provided equipment is reconnected to the Company's facilities and or equipment, a charge as specified in CRTC 18002 Item 1820.3 (for Alberta) and CRTC 1005 Item 170.10 and Item 170.12 (for British Columbia) applies. If however, within a one week period, testing activities identify a fault with the Company's facilities, no charge will apply.

Carrier Access Services

ITEM
 227 **Wide Area Network ADSL Service – Continued**

ITEM
 227.3 **Rates**

The Customer shall pay to the Company the following rates and charges for WAN ADSL Service. Such rates and charges are in addition to any other rates and charges that may be applicable.

F

1. Up to three additional PVCs can be ordered. Additional charges will apply for each.
2. PVC Remapping Fee: This fee includes both business office work as well as work associated with downstream functional areas to accommodate the changes that will be required to be made to the dedicated point to point PVCs, as requested by the customer. These changes result from a customer cutover or access upgrade, customer name changes or customer mergers or acquisitions.

The following rates and charges apply to the various components of WAN ADSL Service:

		Contract Period/ Rate per month			Service Charge (Notes 2 and 3)
		1 year	2 year	3 years	
WAN ADSL Access per circuit (Note 1)	<500	\$100.00	\$ 95.00	\$ 90.00	\$250.00
	501-1000	95.00	90.00	85.00	250.00
	1001-2000	90.00	85.00	80.00	250.00
	2001-2500	85.00	80.00	75.00	250.00
	>2501	80.00	75.00	70.00	250.00
Additional PVCs, each (maximum of 3)		30.00	30.00	30.00	150.00 (Note 2)
PVC Remapping Fee, per PVC		N/A	N/A	N/A	150.00

C

Note 1: Modem is included. A \$5 discount on the monthly rates will apply if the service provider elects to provide its own modem for WAN ADSL Service.

Note 2: Does not apply if additional PVCs are included as part of the initial WAN ADSL Service implementation.

Note 3: A minimum charge of one month will be applied for all WAN ADSL Service Accesses that are disconnected within one month of installation.

N

|

Carrier Access Services

Section II

ITEM
 227

Wide Area Network ADSL Service – Continued

N

ITEM
 227.3

Rates

c. Dry Loop Charges

i) Monthly Rates, per loop, per Band (Note 1)

<i>Type A</i>	<i>Rate Band A</i>	<i>Rate Band B</i>	<i>Rate Band C</i>	<i>Rate Band D</i>	<i>Rate Band E</i>	<i>Rate Band F</i>	<i>Rate Band G</i>
BC	\$ 3.90	\$8.39	\$9.66	\$8.37	\$23.02	\$17.89	\$23.84
AB	\$ 4.05	\$6.58	\$8.04	\$7.48	\$13.53	\$11.19	\$13.21

Note 1: Band classification is shown in Tariff 21461 Item 130 Access Rate Bands, Wire Centres / Rate Centres for Digital Services for each Serving Central Office.

ii) Service Charges will be charged at the following rates:

Type A Loops (all Bands)	Residential (Note 2)	Business
Fixed Rate Service Order Charge per order	\$19.68	\$36.21
Variable Rate Service Order Charge per loop	\$13.46	\$20.29

Note 2: For one or more loop order requests from a multiple-dwelling unit (MDU), the residential loop service order charge will apply per order.