

ITEM
610.26

Interconnection Arrangements for DSL Service Providers

1. Service Description

This arrangement provides a CRTC registered Digital Subscriber Line Service Provider (DSLSP) access to unbundled local loops and associated connecting links to establish an access path between the DSLSP's end-customer's premises and SaskTel's CO Building.

Subject to the provisions set out in the item on Co Location Arrangements for Interconnecting Canadian Carriers in SaskTel's Competitor Access Tariff, other tariffs and agreements as may be applicable and, where SaskTel's facilities permit, a DSLSP may, except where expressly prohibited by SaskTel's tariffs, interconnect their services and facilities to this arrangement.

The services and arrangements specified in this Tariff item and related SaskTel Tariffs and Agreements, which are provided to a DSLSP, will be billed to and payable by the DSLSP.

2. Definitions

For the purposes of this Tariff Item:

For...	Definition
Analogue transmission	Refer to item on Local Network Interconnection and Component Unbundling in this tariff
Band	
Central Office building (CO Building)	Refer to item on Co Location Arrangements for Interconnecting Canadian Carriers in this tariff
Central Office Loop Termination (COLT)	Refer to item on Local Network Interconnection and Component Unbundling in this tariff
Connecting link	is a transmission path which connects SaskTel's unbundled network components located or terminated in the SaskTel central office to a DSLSP's co-located transmission equipment located in the same central office.
Customer Network Interface (CUST – NI)	Refer to item on Local Network Interconnection and Component Unbundling in this tariff
Digital transmission	
DSL Service Provider (DSLSP)	is a CRTC registered provider of Digital Subscriber Line based applications, such as High Speed Internet access and Local Area Network extensions, to the public for compensation and is not operating as a CLEC, and has executed a Central Office License Agreement with SaskTel

*Definitions continued on next page
M-moved to page 157*

ITEM
610.26

Interconnection Arrangements for DSL Service Providers - Continued
2. Definitions – Continued

For...	Definition
End Customer	is a customer of a DSLSP
Internet Traffic Management Practices	(ITMPs) are defined as measures that may be used by Internet Service Providers (ISP) to manage Internet traffic through economic or technical means
Local Loop	Refer to item on Local Network Interconnection and Component Unbundling in this tariff

3. Conditions of Service
1. General

- a) Insofar as they are reasonable and not inconsistent with this tariff and any agreements, the Terms of Service of SaskTel, including any amendments as required from time to time, will apply to this Tariff Item.
- b) SaskTel will provide the elements of this tariff item subject to the availability of suitable facilities. SaskTel does not make any representation that the services in this Tariff item, or related SaskTel items, will, at all times, be available in the quantities and locations requested by a DSLSP, but will make every reasonable effort to make such services available on request.
- c) DSLSPs may subscribe to Local Loops and associated connecting links within a single CO building.
- d) DSLSPs shall not use services provided pursuant to this tariff for the provision of switched local voice services except for the provision of VoIP services as per Telecom Decision CRTC 2005-28.
- e) Each unloaded copper loop provided to a DSLSP must connect to a connecting link.
- f) If a DSLSP cancels an application for service after SaskTel has incurred costs associated with the provision of the service, the DSLSP shall pay to SaskTel all incurred costs.

ITEM
610.26**Interconnection Arrangements for DSL Service Providers – Continued**

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3. Conditions of Service – Continued**1. General – Continued**

- g) The DSLSP must specify at the time of order the type, location, quantity, and timing of facilities to provide the elements of this tariff. Should any of these change and SaskTel incurs any additional expenses, these expenses will be charged to the DSLSP.
- h) Responsibility for services provided by SaskTel to a DSLSP may be assumed by another DSLSP. The assuming DSLSP of record shall be responsible for payment of all unpaid rates and charges incurred by the DSLSP from whom it assumes the services and facilities.
- i) The elements of local network interconnection and unbundled network components are provided in accordance with the specifications, interfaces and parameters described in this Tariff item and applicable technical references. SaskTel's primary obligation under this Tariff item is to provide local network interconnection and unbundled network components in accordance with such specifications, network interfaces and parameters. SaskTel does not warrant that its local network interconnection and unbundled network components are compatible with any specific facilities or equipment or can be used for any particular purpose or service. DSLSPs ordering unbundled network components are responsible to obtain and provide facilities and equipment that are compatible with such unbundled network components.
- j) Services provided under this Tariff item will be maintained in accordance with the appropriate technical references.
- k) The provision of local network interconnection and component unbundling outlined in this Tariff item does not constitute a joint undertaking between SaskTel and the DSLSP in the furnishing of any service.
- l) In the furnishing of services in this Tariff item, SaskTel is not responsible to the DSLSP or the DSLSP's end-customer for end-to-end service.
- m) The DSLSP shall furnish or arrange to furnish to SaskTel, at no charge, any additional facilities or protective apparatus that may be required to protect against any hazards associated with the particular nature or location of the connections.

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ITEM
610.26

Interconnection Arrangements for DSL Service Providers – Continued

3. Conditions of Service – Continued

1. General – Continued

- n) When it is necessary for SaskTel to install any special equipment or incur any unusual expense in order to meet a DSLSP's requirements, an additional charge will be assessed, based upon the equipment installed and/or the expense incurred.
- o) As a condition of service under this tariff, and in accordance with paragraphs 50, 66 and 104 of Telecom Regulatory Policy CRTC 2009-657, *Review of the Internet traffic management practices of Internet service providers* (TRP 2009-657), customers employing Internet Traffic Management Practices (ITMPs) shall:
 - i) 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;
 - ii) Abide by the disclosure requirements described in TRP 2009-657; and
 - iii) Not use for other purposes personal information collected for the purposes of traffic management or disclose such information.

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2. Network and Facilities

- a) SaskTel does not make any representations that over time its network, equipment, facilities, and services are, or will remain, adapted for use in connection with DSLSP equipment, facilities, and services.
- b) SaskTel reserves the right to change, in whole or in part, the design, function, operation, technology or layout of its equipment, apparatus, lines, switches, circuits, and devices at its sole discretion as deemed needed. SaskTel shall not be held responsible to the DSLSP or the DSLSP's customers for their equipment, apparatus, lines, switches, circuits, devices, in whole or in part, which cease to be compatible with SaskTel's facilities or which become inoperative as a result of SaskTel network changes.

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M - Moved to page 160

ITEM
610.26

Interconnection Arrangements for DSL Service Providers – *Continued*

3. Conditions of Service – *Continued*

2. Network and Facilities – *Continued*

- c) SaskTel and the DSLSP will each provide network-to-network notification to the other party in accordance with the network-to-network notification standards and prior to implementing changes to the design, function, operation, technology or layout of its equipment, apparatus, lines, switches, circuits or devices.
- d) The DSLSP shall not implement any change to its operations, services or network which would, in the reasonable assessment of SaskTel, materially affect SaskTel's operations, services or network, without the prior consent of SaskTel, which shall not unreasonably be withheld.

3. Network Outages

- a) SaskTel does not guarantee uninterrupted working of its service and or equipment and shall not be liable to the DSLSP or any other entity for any failure or delay in performance of any service provided under this Tariff item, or any other SaskTel tariff or agreement. In the event of network outages or other service problems, nothing in this Tariff item shall extend the liability of SaskTel as specified in the SaskTel Terms of Service.

4. Protection

- a) Customer equipment used with SaskTel unbundled loops must comply with the compliance specifications and technical standards contained in the Industry Canada (IC) telecommunication apparatus Compliance Specification 03 (CS-03), be registered with IC in accordance with the "procedure for Declaration of Conformity and Registration of Terminal Equipment" (DC-01) and be marked with a Registration Number as defined in IC document "Self-Marking of the Certification Registration Number of Terminal Equipment." Where use of the unbundled loops requires binder group separation or spectrum management to prevent interference with other services in the cable bundle, such use must be disclosed to SaskTel.

M - Moved to page 161

ITEM
610.26

Interconnection Arrangements for DSL Service Providers – *Continued*

3. Conditions of Service – *Continued*

4. Protection – Continued

- b) The characteristics and methods of operation of any circuits, facilities or equipment of the DSLSP, when connected to SaskTel, shall not:
 - i. interfere with or impair service over any facilities of SaskTel or its connecting carriers;
 - ii. cause damage to SaskTel plant;
 - iii. impair the privacy of any communication carried over SaskTel facilities; *or*
 - iv. create hazards to SaskTel's employees or the public.
- c) The DSLSP's equipment must be certified in accordance with requirements detailed in the item on Attachment of Customer Provided Equipment in SaskTel's General Tariff.
- d) All equipment acceptable for interconnection with SaskTel facilities within a CO building shall be limited to those equipment types identified in the National Co-location Equipment List as amended and updated from time to time. Such equipment shall conform to the terms and conditions pursuant to the co-location tariffs and associated agreements applicable.
- e) If DSLSP operations are not in accordance with the preceding, SaskTel will, where practicable, notify the DSLSP that temporary discontinuance of the use of any circuits, facilities or equipment may be required. When prior notice is not practicable, nothing contained within this Tariff item shall preclude SaskTel from temporarily discontinuing forthwith the availability to the DSLSP of any circuit, facility or equipment if such action is reasonable under the circumstances. In cases of such discontinuance, the DSLSP will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
- f) During any period of temporary discontinuance of service caused by a trouble or condition arising in the DSLSP's operations, facilities, equipment, or network, no refund for interruption of service shall be made.

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ITEM
610.26

Interconnection Arrangements for DSL Service Providers – Continued
4. Rates

The following rates and charges apply to interconnection and unbundled components.

1. Network Component Unbundling
a) Unbundled Local Loops*

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Reference: *Refer to Unbundled Local Loops in the Rate section within the item on Local Network Interconnection and Component Unbundling in this tariff.*

b) Other Loop Related Charges*

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Reference: *Refer to Other Loop Related Charges in the Rate section within the item on Local Network Interconnection and Component Unbundling in this tariff.*

Note: *Without a loop selection service, required copper continuity or distance limitations for the provision of DSL services cannot be guaranteed.*

c) Connecting Links*

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Reference: *Refer to Connecting Links in the Rates Section within the item on Local Network Interconnection and Component Unbundling in this tariff.*

- * 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.

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