

ITEM
404

Support Structure Service

ITEM
404.1

Service Description

Support Structure Service provides, where Spare Capacity is available, a cable television undertaking or a Canadian carrier access to Company owned or controlled Support Structures for the placement of its Facilities.

Definitions

For the purposes of this Tariff item:

“*Application*” means the document provided by the Company, or where forms are not provided, a detailed description of the information required, to be completed or provided by the Licensee to apply for access to Support Structures.

“*Complex Make-Ready Work*” is defined as transfers and work that would be reasonably likely to cause a service outage or facility damage, or includes work in the electrical space, as well as work such as:

- pole replacement, including installation of the new pole, transfer of existing attachments to the new pole, and removal of the old pole;
- work that is not permitted by an electrical utility company with joint-use rights to use the pole; and
- work that poses a reasonable risk of outages or damages to structures or facilities, including splicing of active cabling and movement of wireless antenna.

“*Conduit*” means a reinforced passage or opening in, on, over or through the ground or watercourses capable of containing communication facilities and includes main Conduits, laterals to poles and into buildings, underground dips, short sections of Conduits, under roadways, driveways, parking lots and similar Conduit installations but excludes Manholes, central-office vaults or other access points and Conduit entering the central-office vault.

“*Conduit Connection*” means those parts of a Licensee-provided Conduit affixed to the Company’s underground Support Structure that consists of the following:

- a. 0.3 metres of the Licensee’s Conduit, where it enters a Company Manhole, measured from the inside wall of the latter.
- b. the Licensee’s connection and Conduit for a distance of 0.9 metres when the Licensee’s Conduit is connected to the Company’s Conduit, measured from the center line of the Company’s Conduit at the point of intersection and along the Licensee’s Conduit.

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ITEM 404.1	<u>Definitions - Continued</u>	
	“ <i>Construction Standards</i> ” means a document which describes or references the Company safety and technical requirements and industry standards, that a Licensee must comply with when performing work on their Facilities on, in or in proximity to the Company’s Support Structures.	M
	“ <i>Corrective Work</i> ” is defined as any work required to correct pre-existing anomalies resulting in non-compliance with applicable Construction Standards by a Support Structure or the attachments thereon. Corrective Work is comprised of two sub categories:	N
	▪ Complex Corrective Work is defined as any work required to correct pre-existing anomalies resulting in non-compliance with applicable Construction Standards by a Support Structure or the attachments thereon that would be reasonably likely to cause a service outage or facility damage, or that is beyond the skill set of the Licensee or Contractor, such as work in the electrical space, as reasonably determined by the pole owner. ▪ Simple Corrective Work is defined as any work required outside the electrical space that is not Complex Corrective Work.	
	“ <i>Duly Authorized Representative</i> ” means a Licensee’s employee, Contractor or agent who provides a signature, consent or authorization on behalf of the Licensee, shall be deemed by the Company to have been duly authorized by the Licensee to provide such signature, consent or authorization.	M, F M
	“ <i>Hybrid Application</i> ” means an Application including one or more poles and one or more Manholes, Pole Pilaster Bases, or other Underground Structures.	N
	“ <i>Joint-User</i> ” means a party, such as an electric utility company, who has executed a joint-use or joint-ownership agreement with the Company for either the reciprocal right to use the Support Structures of the other party or joint-ownership of the Support Structure.	M

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ITEM
404**Support Structure Service - Continued****Definitions - Continued**

“License” means a non-exclusive License granted by the Company to a Licensee to use Support Structures for the placement of Licensee’s Facilities under the terms and conditions of the Support Structure Service, Tariff Item 404, and the Support Structure License Agreement.

“Licensee” means a cable television undertaking duly licensed or exempted by the Canadian Radio-television and Telecommunications Commission (Commission) or a Canadian carrier as defined under the Telecommunications Act (Canada), that has been granted License pursuant to the terms and conditions of this Tariff Item.

“Licensee’s Facilities” or *“Facility”* or *“Facilities”* means the cables, equipment and other facilities permitted to be placed on or in the Company’s Support Structures pursuant to a Permit.

“Make-Ready Work” is defined as the modification or replacement of a pole, or of the Strands or equipment on the pole, to accommodate additional Facilities on the pole or the Strands.

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“Manhole” means an underground chamber which provides access to Conduit to place and maintain underground facilities but excludes central-office vaults and controlled environmental vaults.

“One-Touch Make-Ready (OTMR)” is defined as a process whereby the Company or a Qualified Contractor performs Simple Make-Ready Work with respect to an approved Permit request, including on behalf of the Company and other occupants of the Support Structure. For greater certainty, Support Structures installed or modified pursuant to the OTMR process shall remain the property of the Company. OTMR shall not apply to work on underground Support Structures, including Manholes unless agreed to by the Company.

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“Permit” means an Application which has been approved in writing by the Company or which is deemed to be approved pursuant to this Tariff.

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“Pole Pilaster Base” means a protective structure installed at the base of a pole to protect cables and/or Conduits transitioning from underground to above-ground or vice versa.

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ITEM
404**Support Structure Service - Continued****Definitions - Continued**

“*Qualified Contractor*” or “*Contractor*” is a contractor that has applied for and successfully completed a Company-designated certification process with respect to their ability to conduct certain types of Make-Ready Work. Upon completion of the certification process to ascertain whether the contractor satisfied applicable health and safety, operational and insurance requirements, either the contractor will be approved and considered a Qualified Contractor for that type of work, or the qualification shall be denied with written reasons to support such a denial, as well as possible corrective measures for the contractor to undertake to remediate the situation and obtain approval. The Company must maintain a reasonable list of Qualified Contractors who are permitted to carry out make-ready work on behalf of a Licensee. In the event that a Licensee wishes to use a contractor not on the list, the Licensee must notify the Company in writing, at least thirty (30) calendar days in advance of such contractor commencing work. If the Licensee provides evidence that the contractor satisfies applicable health and safety, operational and insurance requirements, the Company shall confirm the contractor is a Qualified Contractor.

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“*Service Entrance Conduit*” is a type of conduit that provides a connection from a mainline support structure to an individual customer’s premises. A service entrance conduit spans from a service box on public property though to the point of interconnection on the outside wall or inside the customer’s premises on private property.

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“*Service Entrance Conduit on Private Property*” spans from the point of interconnection at the private dwelling property line on the ground (property line) to the point of interconnection on the outside wall of or inside the customer’s premise on private property (the side of the dwelling).

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“*Service Entrance Conduit on Public Property*” spans from a service box on a public right of way through to the point of interconnection at the property line.

“*Simple Make-Ready Work*” is defined as any Make-Ready Work required outside the electrical space that is not Complex Make-Ready Work and includes work such as:

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- tree-trimming;
- adding anchors and guys;
- rearranging, transferring, and moving third-party strand, Overlashed facilities, and other equipment, provided splicing of active cabling is not required and the equipment is not a wireless antenna;
- removing existing cabling and equipment that has clearly been abandoned or has been identified as abandoned by the owner of the cabling or equipment; and
- all other work that does not reasonably pose a risk of outages or damage to structures or facilities and is not prohibited by an electrical utility company on a joint-use pole.

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ITEM 404	Support Structure Service - Continued	N
	<u>Definitions - Continued</u>	
	“<i>Spare Capacity</i>” means the difference between unused capacity of the Support Structure, where unused capacity is the difference between the capacity of the Support Structure based upon its design limitations and the capacity used by the Company to meet its current service requirements and any capacity previously allocated to a Licensee, and the capacity required by the Company to meet its anticipated future service requirements.	M1
	“<i>Strand</i>” means a group of uninsulated wires twisted together and strung under varying degrees of tension between two or more poles, or between a pole and a building, which may be utilized to support communications cables and other related facilities.	M2
	“<i>Strand Equipment</i>” means communications-related equipment inserted into cabling located on strand.	
	“<i>Subscriber Drop Wire</i>” means the Facility or Facilities running from a pole or from the last pole in those circumstances where there are multiple poles between the mainline and a subscriber’s premises, as the case may be, to a subscriber’s or multiple subscribers’ premises.	
	“<i>Support Structure License Agreement (SSA)</i>” means the agreement between the Company and a Licensee, the form of which has been approved by the Commission, which sets out in further detail the rights and obligations of the Company and the Licensee in respect of the Support Structure Service. The SSA may not be modified without the prior approval of the Commission.	
	“<i>Support Structures</i>” means the supporting structures, including poles, Conduits, Strands, anchors and Manholes (but excluding central-office vaults and controlled environmental vaults) which the Company owns or which the Company does not own but for which it has the right to grant License(s) thereto.	
	“<i>Underground Structures</i>” mean underground structural elements, including Conduits, Manholes, and Pole Pilaster Bases, that support, protect and provide access to communication facilities.	N

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Support Structure Service - Continued

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404.2

Conditions of Service

1. The Licensee must enter into a Support Structure License Agreement (SSA) with the Company, the form of which has been approved by the Commission and together with this Tariff Item make up the Support Structure Service. The terms of the Support Structure Service are governed by this Tariff Item. This Tariff Item shall prevail in all cases where it conflicts directly with the SSA. Where the General Tariff, including the General Terms of Service, conflicts directly with this Tariff Item or the SSA, this Tariff Item or the SSA, as applicable, shall prevail.
2. The Company provides to the Licensee the use of Support Structures where Spare Capacity is available except where such use will unduly interfere with the rights of any Joint-User or other Licensee.
3. The Licensee may not assign, sub-let, sub-lease or otherwise transfer their access to Support Structures to third parties without the Company's prior written consent, which consent shall not be unreasonably withheld.

The Licensee may share ownership of its Facilities with a third party. In all such cases, the Licensee remains fully responsible for compliance with the rates, terms and conditions of this Tariff Item as if it remained sole owner of the Facilities for which it shares an ownership interest.

4. In all circumstances, the Company has priority access to Support Structures in order to meet its current and anticipated future service requirements. For greater clarity, the Company does not have priority access nor the ability to reserve capacity on poles that it does not own and for which it is not in a reciprocal agreement to share the costs of the poles.
5. The Company and the Licensee shall attempt to resolve disputes with respect to the Support Structure Service in accordance with the dispute resolution procedures established in the SSA, but in all circumstances either party may apply directly to the Commission for resolution of a dispute.
6. At the time of any Application for use of, and continued presence on or in Company Support Structures, the Licensee must be the holder of all required authorizations from all authorities having jurisdiction, and must furnish documentary evidence of same at the request of the Company.
7. The Licensee must obtain and maintain any rights-of-way or consents, as identified in the SSA, required for the placement, removal, maintenance and operation of the Licensee's Facilities on or in the Company's Support Structures and must provide written evidence of same upon request by the Company.

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404.2**Conditions of Service – Continued**

8. Nothing contained in this Tariff Item limits, restricts or prohibits the Company from honouring existing or entering into future joint-use or joint ownership agreements regarding Support Structures used or offered under this Tariff Item and the SSA, provided that the existing rights of a Licensee shall not be prejudiced by a joint use or joint-ownership agreement entered into by the Company after the Licensee has been granted access to Support Structures. The one exception to this provision is a circumstance in which the Company is forced to move a Support Structure by a property owner, in which case a Licensee must move its Facilities at its own expense.

Effective 5 June 2024, in the event that the Company is being compensated by a public authority requesting a relocation of the Company's poles, and the Licensee is not compensated by the public authority, the Company shall compensate the Licensee for a portion of the Licensee's relocation costs.

To be eligible to receive relocation compensation from the Company, the Licensee must attest to the Company that it is not compensated by the public authority, and it has not agreed with the public authority to cover its relocation costs.

The relocation compensation to an eligible Licensee is determined as follows, subject to A being greater than the sum of B and C:

$$E = (A - B - C) \div (D + 1)$$

where:

"A" is the compensation dollars the Company receives from the public authority for the relocation of its poles and/or facilities and cables;

"B" is the compensation dollars the Company receives for the relocation of its poles;

"C" is the costs incurred by the Company, calculated on a time and charges basis, to manage and coordinate Licensee relocation compensation;

"D" is the total number of Licensees that are eligible for relocation compensation by the Company and have facilities and cables attached to the Company's poles; and

"E" is the net relocation compensation dollar for each eligible Licensee.

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Support Structure Service - Continued

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Conditions of Service – Continued

9. The Company shall set and enforce Construction Standards based on safety and technical requirements for Support Structures which it owns or controls, provided that those standards do not unreasonably impede access by other Licensees or Joint-Users. M |
10. The types of Facilities placed by the Licensee on or in the Company's Support Structures must conform with the standards and requirements specified in the Construction Standards as modified or replaced from time to time by the Company. |
11. Licensee owned Conduit which is connected to the Company's Support Structures must meet the requirements identified in the Construction Standards. Conduit connections are only permitted for the Licensee to access the Licensee's Facilities which are using the Company's Support Structures. |
12. There are no restrictions on the type of service provided by the Licensee using the Support Structures, as long as those services are provided in accordance with applicable legislation, regulations and Commission decisions.
13. On-going inspections for conformance with the terms and conditions of Support Structure Service will be conducted by the Company at its own cost. When non-conformance with the terms and conditions of Support Structure Service is found, the Company will notify the Licensee of the defects and charge the Licensee based on the expense incurred for the inspection. The Licensee will correct such defects within a time period specified by the Company, to be no less than ninety (90) calendar days following written notification to the Licensee of the defects. The Licensee will notify the Company within seven (7) calendar days of the defect being corrected. After the specified notification period expires, the Company may re-inspect the Licensee's Facilities and, if the defects have not been corrected, have such defects corrected, or remove the Licensee's Facilities and terminate any associated Permit for the affected Facilities provided that the Licensee has given written notice that it prefers removal to correction. Charges based on expense incurred will apply.

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Support Structure Service – Continued

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404.2

Conditions of Service – Continued

14. The Company has no obligation to provide any Support Structures to the Licensee if such Support Structures do not exist. When the Company elects to place or obtain such Support Structures at the request of and for the use of the Licensee, a Make-Ready Charge applies.

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15. If the Company decides to remove or abandon any Support Structures used by a Licensee(s), the Company shall give the Licensee prior notice at the time that the Company decides to proceed or at least one hundred and eighty (180) days before the event, whichever is the earlier date. Where the Company has the authority to do so, it shall, at the same time, notify the Licensee(s) that such Support Structures may be purchased at fair market value. The Licensee(s) shall have the first 90 days of the notice period to decide whether to purchase such Support Structures.

In the event that the Licensee or other Licensees do not purchase the Support Structures, the Licensee(s), at its expense, shall have its Facilities removed from the Company's Support Structures within the notice period. When the Licensee(s)' Facilities have been removed, the Licensee(s) shall notify the Company which will then terminate the affected Permit or Permits. If the Licensee(s) fails to have its Facilities removed from the Support Structures within the notice period, the Company may remove the Licensee(s)' Facilities from the structures and a charge will apply based on the expense incurred.

16. When access to Support Structures is required to restore services offered by the Company or a Licensee, the Company and Licensee agree to work jointly to restore their respective services. If the service cannot be restored jointly, then each party shall identify its priority services and mutually agree to the restoration sequence. If mutual agreement cannot be reached, the Company will have priority.

17. Whenever emergency work is required to be performed on the Licensee's Facilities, the Company will immediately advise the Licensee to take the necessary action. However, if the emergency is such that the Company does not have time to notify the Licensee and has to take action immediately, it can perform the necessary emergency work, at the Licensee's expense, and advise the Licensee of the situation as soon as possible. By taking such action, the Company does not take responsibility for any damages to the Licensee's Facilities or for interruption of service unless it is found to be responsible of negligent activity or of a serious fault.

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Support Structure Service - Continued

ITEM
404.2

Conditions of Service - Continued

18. Nothing contained in this Tariff Item or the SSA, or any agreement between the Licensee and its Contractor or agent, shall create a contractual relationship between a Licensee's Contractor or agent and the Company.

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19. Service Entrance Conduit

a. Service Entrance Conduit on Private Property

Where the Licensee wishes to utilize any part of a privately owned underground Support Structure which has been designed by the Company in consultation with the owner and installed to accommodate the Company's and Licensee's Facilities, the Licensee is to file an Application with the Company using the procedures outlined in the SSA (i.e., obtain a Permit) and the Company shall bill the licensee with no greater than 50% of the total engineering expense it incurred in the provision of said underground Support Structure. For greater certainty, no monthly rental applies to such Conduit and the only applicable charge shall be the appropriate engineering expense.

b. Service Entrance Conduit on Public Property

The owner/developer of the private property is responsible for the expense (material and installation) of providing the conduit and raceway system from the side of the dwelling on the private property up to the Company's designated point of interconnection on a service box on the public right of way, pursuant to the Company's Construction Standards and specifications. Upon completion and acceptance of the conduit system, the Company assumes ownership and the responsibility of maintenance of the conduit on the public right of way only. Ownership and maintenance of the conduit support structure on private property remains with the property title. The Company shall charge a monthly rental recurring charge as per Item 404.4d. associated with engineering costs for the portion of the Service Entrance Conduit on the Public Property.

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Support Structure Service - Continued

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Access Approval Requirements

1. The Licensee must submit Applications to the Company for each use of, or connections to, Support Structures for additions to, rearrangements, transfers, replacements or removals of the Licensee's Facilities located on or in the Company's Support Structures, for which a rental is provided in this Tariff Item and/or which affects the consumption of capacity of the Support Structure. Applications are not required for Subscriber Drop Wires, Strand Equipment, repair or routine maintenance work on the Licensee's Facilities, which will not affect location and/or consume additional capacity on or in the Support Structure (e.g. overlashing that does not impact capacity of the Support Structure). Each Application shall be considered on a first come first served basis and without undue preference based on the date of receipt by the Company.

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The Licensee may elect to perform OTMR pursuant to the terms contained in this Tariff Item, the SSA and the Construction Standards, allowing the Company and/or Licensees to perform Make-Ready Work on Facilities, including on behalf of other parties with facilities already attached to a pole.

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The response time for Applications to access the Company's Support Structures under the terms and conditions of the Support Structure Service tariff will vary depending on the circumstances outlined below.

When Make-Ready Work will not be completed within prescribed timelines, or when deployment can safely be performed before Make-Ready Work is complete, upon the determination by the Company that sufficient capacity is available, and upon filing of a risk analysis signed by a professional engineer demonstrating its safety and conformity to applicable Construction Standards, the Company shall, within ten (10) calendar days, unconditionally grant the permit for access to a Support Structure and allow the Licensee to install its Facilities prior to completion of the Make-Ready Work. Any temporary workaround solution shall be removed at the cost of the Licensee during the course of the installation of a permanent solution as part of Make-Ready Work.

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In all cases, the Application will either be approved or denied in the response times (in calendar days) identified below:

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Support Structure Service - Continued

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ITEM
404.3

Access Approval Requirements - Continued

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- a. For Applications relating to Support Structures, except pole Applications covered in Item 404.3.1.b below:

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Application Type	Response Time
For 5 Manholes or less	15 days
For more than 5 but less than 15 Manholes	30 days
For 15 or more Manholes	To be determined based on specifics of the request
For Support Structures in remote areas	
For Applications impacted by unusual conditions	

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- b. For Applications relating to poles:

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For Applications that contain 20 or fewer poles (Notes 1, 4, 5):

Step / Type of Make-Ready Work	No work	Simple	Complex
Assess Application (Note 2)	5 days	5 days	5 days
Complete a survey of poles & grant or deny access (Note 3)	10 days	10 days	10 days
Send detailed, itemized estimate of charges	N/A	10 days	15 days
Complete Make-Ready Work	N/A	15 days	30 days
Total	15 days	40 days	60 days

For Applications that contain 21 to 50 poles (Notes 1, 4, 5):

Step / Type of Make-Ready Work	No work	Simple	Complex
Assess Application (Note 2)	10 days	10 days	10 days
Complete a survey of poles & grant or deny access (Note 3)	20 days	20 days	20 days
Send detailed, itemized estimate of charges	N/A	15 days	15 days
Complete Make-Ready Work	N/A	30 days	45 days
Total	30 days	75 days	90 days

For Applications that contain 51 to 200 poles (Notes 1, 4, 5):

Step / Type of Make-Ready Work	No work	Simple	Complex
Assess Application (Note 2)	10 days	10 days	10 days
Complete a survey of poles & grant or deny access (Note 3)	50 days	50 days	50 days
Send detailed, itemized estimate of charges	N/A	15 days	15 days
Complete Make-Ready Work	N/A	45 days	75 days
Total	60 days	120 days	150 days

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Support Structure Service - Continued

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Access Approval Requirements - Continued

For Applications that contain 201 poles or more (Notes 1, 4, 5):

Step / Type of Make-Ready Work	No work	Simple	Complex
Assess Application (Note 2)	10 days	10 days	10 days
Complete a survey of poles & grant or deny access (Note 3)	90 days	90 days	90 days
Send detailed, itemized estimate of charges	N/A	15 days	15 days
Complete Make-Ready Work	N/A	65 days	Good-faith negotiations
Total	100 days	180 days	115 days + good-faith negotiations

Note 1: The Company may request for extensions for good and sufficient cause, with notification to and as agreed to by the Licensee. Events beyond the control of the Company, such as third-party delays, where the Company can demonstrate that it has proceeded with due diligence, should qualify for such an extension. In cases where the Company indicates that delays will exceed timelines, with justification, and the Licensee is not satisfied with the Company's justification that a delay is due to circumstances beyond its control, the Licensee could use the Commission's dispute resolution processes to resolve the issue.

Note 2: When a timeline is exceeded by the Company without an agreed to extension by the Licensee, the Application will be deemed approved.

Note 3: When a timeline is exceeded by the Company without an agreed to extension by the Licensee, the Application will be deemed approved. Where an Application involves underground and aerial Support Structures ("Hybrid Application"), the Company will endeavor to meet Application timelines relating to poles for the entire Application; however, when the number of underground Support Structures exceed aerial ones, then timelines relating to Manholes may apply for the underground portion of the Hybrid Application. For greater clarity, the Application timelines relating to poles apply for the pole portion of a Hybrid Application; however, Applications shall not be deemed approved for any underground portion of a Hybrid Application.

Note 4: Schedules for make-ready work also apply to the completion of Corrective Work. In addition, when a permit application requires both Corrective and Make-Ready Work, the schedules for all work must begin simultaneously.

Note 5: For a given permit Application, when both simple and complex work must be carried out, whether Corrective or Make-Ready, each type of work must be completed within the time frame for its type (simple or complex). It is also understood that the schedule for both types of work must begin simultaneously.

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404.3	Access Approval Requirements - Continued	
	2. A Licensee applying to attach to or work on another Licensee's Facilities must provide to the Company, with the Application, written confirmation of consent provided from the other Licensee identifying the specific Support Structure(s) for which access is requested on the Application.	M
	3. When the Application is for use of aerial Support Structures, the Licensee shall provide, upon request, two sets of detailed engineering drawings to scale indicating the layout of the existing plant and describing the proposed additions to, rearrangements, transfers, replacements or removals of all of the Licensee's Facilities on the Support Structures. When the Application is for use of underground Support Structures, the Licensee shall provide, upon request, two sets of plans indicating the proposed route.	

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404.3**Access Approval Requirements - Continued**

4. In all cases, the Licensee shall pay a search charge whether the Application is accepted, withdrawn by the Licensee, or rejected by the Company due to unavailability of Spare Capacity.

5. Where Spare Capacity is not available, the Company will identify on or with the Application form the reasons why and whether the removal or rearrangement of facilities would create sufficient capacity, beyond the capacity reserved by the Company for future use. If the removal or rearrangement of facilities can create sufficient capacity, the Company must remove or rearrange the facilities, or allow for their removal or rearrangement by the Licensee as part of Make-Ready Work (rather than deny the Application). The Company will estimate the necessary Make-Ready Charges and forward them to the Licensee for approval. The Company will determine, in the best interest of all parties, whether the Applications requiring Make-Ready Work should be grouped into one or many projects.

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An Application cannot be denied due to lack of capacity that could be remediated by performing Corrective Work, with this Corrective Work to be performed at the Company's cost. Furthermore, the Company cannot decline to replace a pole, at its own cost, if the lack of capacity to accommodate a new attachment is as a result of the requirement to complete Corrective Work.

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6. The Licensee must authorize or refuse the estimated Make-Ready Work and return all forms to the Company within thirty (30) calendar days from the date of receipt. The Company may close any Application for which the Licensee has not provided authorization to proceed within thirty (30) calendar days and shall require the Licensee to submit a new Application. After receipt of all forms authorized by the Licensee, the Company will initiate the necessary Make-Ready Work.

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For Simple Make-Ready Work, the Company shall offer the Licensee the possibility of carrying out the work described in the Make-Ready Work estimate themselves, or through a Qualified Contractor.

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- a. The Licensee must inform the Company of its decision whether or not to perform the Make-Ready Work within thirty (30) calendar days from the receipt of the Make-Ready Work Estimate.

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- b. Once the Licensee has confirmed to the Company its decision to carry out the Make-Ready Work, the Licensee shall complete it within sixty (60) calendar days for projects involving fewer than 200 poles, or sixty-five (65) calendar days for projects involving 200 poles or more.

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Service and Other Charges

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404.3	Access Approval Requirements - Continued		
	7. When Spare Capacity is available, the Company will issue a Permit to the Licensee allowing the Licensee to use the Support Structure as described in the Permit. The Permit will identify the specific locations on or in the Support Structures (such as the location on the pole, the specific Conduit or specific location in a Manhole) assigned to the Licensee.	M	
	8. The Licensee is permitted to construct, remove, maintain and operate its Facilities on, in or in proximity to the Company's Support Structures, using the Licensee's own labour force or any person, firm, partnership, corporation, or Contractor, subject to the terms and conditions contained in this Tariff Item, the SSA and the Construction Standards. The Licensee shall provide the name and the type of work function to be performed by each Contractor.	M, C M M, F	
	The Licensee shall provide the Company with a list of Contractors who are to carry out work under this Tariff Item, on the Licensee's behalf.	M	

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Service and Other Charges

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404.3	Access Approval Requirements - Continued		
9.	The Company shall create, maintain and regularly update easily accessible virtual databases containing, by province and territory:	M, C	
a.	a list of Qualified Contractors to perform Make-Ready Work on the Company's Support Structures; and		
b.	all of their operational and technical reference materials and Construction Standards relating to access to Support Structures.		
	Any updates to operational and technical reference materials and construction standards relating to access to Support Structures must be posted in the database at least 30 days before implementation unless, for the safety of technicians or the public, such standards must have immediate effect.		
	In the event that a Licensee wishes to use a contractor not on the approved Contractor list, the Licensee must notify the Company in writing, at least thirty (30) calendar days in advance of such contractor commencing work. If the Licensee provides evidence that the contractor satisfies applicable health and safety, operational and insurance requirements, the Company shall confirm the contractor is a Qualified Contractor. Upon receiving a contractor approval request from the Licensee, the Company shall:		
	- approve or deny a contractor approval request submitted by a Licensee or a contractor within thirty (30) calendar days of receiving a complete written request; and - provide the Licensee or the contractor comprehensive written reasons as part of any formal denial of a request to approve a contractor, as well as possible corrective measures to remediate and obtain approval.		

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Support Structure Service - Continued

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Access Approval Requirements - Continued

10. When an Application requesting removal of Licensee's Facilities results in the requirement for the Licensee's Facilities to be abandoned, and where such Application is approved by the Company, the Company will issue a Permit for transfer of ownership. Once notification of the Licensee's work completion has been received by the Company, the transfer of ownership will be effective and adjustments to the billing of abandoned rental units will come into effect.
11. The Licensee must notify the Company of its start date for all permitted work performed on the Company's Support Structure, including OTMR and for an Application that is deemed approved. The Licensee must also notify the Company within seven (7) calendar days of the permitted work being completed, and of any changes from the approved Permit or the designs submitted that were deemed approved. The Licensee must also submit an as-built documentation package of added Facilities within 90 days after the work is completed.
12. The Licensee shall have sixty (60) days from receipt of a Permit to commence work in accordance with such Permit, failing which the Permit shall be deemed to be revoked. In the event that a Licensee cannot reasonably commence such work within sixty (60) days, the Company will approve a written request for an extension received prior to the expiry of the initial sixty (60) day period, provided that the basis for such request is outside the control of the Licensee and provided, also, that both parties are in agreement regarding the length of such extension. Should the Licensee not start installation of its Facilities within the period of the extension, the Permit shall be deemed to be revoked.
13. Where work is required to restore a conduit, assigned in a Permit, to a usable condition, the Licensee may determine who will do the work, subject to the requirements of other related terms and conditions of this Tariff Item. The Licensee will advise the Company of work completion within ten (10) days. The Company will have twenty (20) days from the date of this notice to inspect and advise the Licensee of any further work required. The Licensee is also responsible for any backfilling, repaving, restoration of landscaping, curb, gutter and sidewalk expenses.
14. For assigned Conduit occupied by the Company Facilities, the Company has the option of performing the installation work and charging the Licensee based on the expense incurred. For assigned Conduit occupied by another Licensee's Facilities, the applicant is responsible to notify the other Licensee and make suitable placing arrangements.

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Support Structure Service - Continued

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Access Approval Requirements - Continued

15. A Licensee is required to notify the Company within thirty (30) calendar days of the placement of a Subscriber Drop Wire on a Service Pole. The monthly charges specified in Item 404.4.2a will commence on the date of the placement of a Subscriber Drop Wire. Where notification is not provided and the Company completes an audit of service poles (as defined in Telecom Decision CRTC 2010-900), the monthly charges specified in Item 404.4.2.a will commence on the date of receipt of notification of the census results to the Licensee, retroactive to 4 July 2011, subject to service poles that have previously been notified, in which case, charges for those service poles will be prorated to the date of notification if they have not already been billed for. (Note: In no case will the retroactive monthly charges exceed \$100 per service pole.)

A one-time service charge specified in Item 404.4.1.c will apply to each pole to which a Licensee has attached one or more Subscriber Drop Wires. Subsequent to an audit and communication of those results to the relevant Licensees, and the levy of the one-time service charge specified in Item 404.4.1.c, if applicable, the discovery of one or more additional Subscriber Drop Wires in the audited area that has not previously been reported to the Company will be subject to the Unreported Attachment fee specified in Item 404.4.1.b. In the case of a commercial agreement between the Company and a Licensee as to the number of billable service poles, the monthly charges specified in Item 404.4.2.a will commence on the date specified in the negotiated agreement.

16. When the Subscriber Drop Wire cannot be attached in compliance with the Construction Standards, the Licensee must request the Company to perform Corrective Work. When the Corrective Work has been completed, the Licensee will be notified and can then proceed with the attachment.

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17. The Company may inspect the work performed by the Licensee, its Contractors and agents. Notice of any defect found while the Licensee's work is underway will be transmitted to the Licensee who shall have the defect corrected within a time period specified by the Company to be no less than ninety (90) days following written notification of the defects of the Licensee.

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After the specified time period expires, the Company may re-inspect the Licensee's Facilities and, if the defects have not been corrected, have such defects corrected, or remove the Licensee's Facilities and terminate the Permit for the Licensee's Facilities provided that the Licensee has given written notice that it prefers removal to correction. Charges based on expense incurred will apply.

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Support Structure Service - Continued

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Rates

The Licensee shall pay to the Company the following rates and charges for Support Structure Service. Such rates and charges are in addition to any other rates and charges that may be applicable.

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The Licensee must provide thirty (30) days advance notice of a change to the Licensee's billing/invoicing address associated with the rates and charges described herein.

1. Non-Recurring Charges

The Company may require the Licensee to pay in advance any of the estimated non-recurring charges stated in this Tariff Item. In the event of a dispute between the Company and a Licensee regarding the reasonableness of any non-recurring charge, the Licensee shall pay the undisputed portion of the charge. Disputes regarding contested charges shall be treated in accordance with section 11 of the SSA. The following non-recurring charges are applicable:

a. Unauthorized Attachment

An unauthorized attachment charge shall apply where a Licensee has installed a Facility, except a subscriber drop wire or Strand Equipment, on or in Support Structures, for which a Permit has not previously been issued. Where the Company has acquired ownership of a Support Structure to which the Licensee has an existing attachment and for which a written authorization was obtained from the previous owner, the unauthorized attachment charge does not apply, however, a monthly rental will be assessed from the effective date of the change of ownership. The unauthorized attachment non-recurring charge does not apply, and the Company will issue a Permit, where the Licensee can substantiate that a monthly rental has been applied with respect to such attachment or where the Licensee can substantiate that the Company has approved the attachment of the Licensee's Facility but has not issued a Permit.

Unauthorized Attachment per rental unit	\$100.00
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404.4**Rates - Continued**

b. Unreported Attachment

An unreported attachment charge shall apply where a Licensee has installed a Subscriber Drop Wire on a service pole without notifying the Company. Consistent with the terms and conditions specified in Item 404.3.15, the Unreported Attachment charge will only apply subsequent to an audit of service poles or subsequent to notification of an attachment on a service pole by the Licensee. Where the Company has acquired ownership of a Support Structure to which the Licensee has an existing subscriber drop wire, the unreported attachment charge does not apply; however, a monthly rental will be assessed from the effective date of the change of ownership.

The unreported attachment charge does not apply where the Licensee can substantiate that the existing or prior owner was notified of the subscriber drop wire, a monthly rental has been applied with respect to the service pole, the subscriber drop wire was installed prior to the date of an audit, or the subscriber drop wire is the subject of a negotiated agreement.

Unreported Attachment per rental unit	\$100.00
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c. Service Charge for Service Pole Audit

Following a service pole audit by the Company, a one-time service charge will apply to each service pole to which a Licensee has placed one or more Subscriber Drop Wires.

One-Time Service Charge per Service Pole	\$3.19
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d. Search Charge

A charge is calculated on a time and charge basis including material and labour for all work required to determine the availability of Spare Capacity on or in the Company's Support Structures, to estimate Make-Ready Charges and to process applicable documentation. When requested by the Licensee or determined necessary by the Company, estimated charges for search necessary to implement the Licensee's Application(s) will be forwarded to the Licensee for approval.

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e. Make-Ready Charge

A charge, based on the expense incurred and where appropriate using hourly labour rates specified in the Company's Tariff, applies for any material used and for any Make-Ready Work performed on, in or in proximity to the Company's Support Structures or on the Company's or Joint-User's facilities but excluding any costs incurred to correct pre-existing Construction Code violations by the Support Structure(s) or any existing cables, equipment or other facilities on the Support Structure(s). For further clarity, the Make-Ready Charge must not include any costs related to Corrective Work in accordance with this Tariff Item.

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Rates - Continued

f. Inspection Charge

An Inspection Charge is calculated on a time and charge basis including material and labour for all inspections of the Licensee's Facilities. This charge will apply to all inspections necessary to ensure the installation of such Facilities has been completed in accordance with the Permit and that the installation complies with the Construction Standards.

There is no charge for inspection of a Permit if such inspection has not commenced within sixty (60) days from the date of notification to the Company by the Licensee that construction has been completed.

2. Monthly Rates

The rates specified below apply for each month or portion thereof for which the Licensee's Facilities are permitted to be attached to the Company's Support Structures. The rates shall commence on the date when the Permit is issued and shall continue until the date that the Permit is terminated. The monthly rates for access to the Company's Support Structures are not inclusive of any related non-recurring, administrative Application or processing fees. As an exception to the commencement of the monthly rates on the date when the Permit is issued, monthly rates for attachments which are unauthorized will commence on the date the unauthorized attachment is identified.

a. Pole

The charge applies to each pole, either owned by the Company or on which it is entitled to allow placement of the Licensee's Facilities as follows:

- i. for all of the Licensee's Strands attached to such pole;
- ii. when i. is not applicable, for all of the Company's Strands supported by such pole, which Strands the Licensee uses; and
- iii. when i. and ii. are not applicable, for all other of the Licensee's Facilities, including subscriber drop wires, attached to such pole.

For greater certainty there shall be only one pole rental unit charged per Licensee for each pole in any circumstances.

Monthly pole rental unit rate	\$2.29
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404.4 **Rates - Continued**

b. Strand

The charge applies to each Strand span or portion thereof owned by the Company or on which it is entitled to allow the placement of the Licensee's Facilities, for each Licensee's cable having a maximum outer diameter of 30.5 millimetres attached to such Strand. The insertion of an element such as a splice or an amplifier, into a cable on a Strand does not convert that Strand into multiple Strands.

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Monthly Strand Rental Unit Rate (per 30 metres)	\$0.43
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c. Conduit – Alberta only

The charge applies for each 30 metres of Conduit or fraction thereof, accumulated for each Licensee's distribution area, owned by the Company or in which it is entitled to allow the placement of the Licensee's Facilities, for each Licensee's cable having a maximum outer diameter of 30.5 millimetres installed in an underground Support Structure. The charge also applies for each such Licensee's cable installed in an underground Support Structure in each of the following conditions:

- i. when the Licensee's cable uses a Conduit for a distance less than 30 metres; or
- ii. when the Licensee's cable enters a Manhole through a Conduit but uses less than 30 metres of Conduit; or
- iii. when the Licensee's cable leaves a Manhole through a Conduit but uses less than 30 metres of Conduit; or
- iv. when the Licensee's cable uses a Manhole without using a Conduit to enter or leave the Manhole.

Monthly Conduit Rental Unit Rate	\$2.25
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Support Structure Service - Continued

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Rates - Continued

d. Conduit – B.C. only §

(§ Reinstated, effective 17 February 2000, following Conduit-type definitions and rates in B.C. per Telecom Decision CRTC 2003-54:

- Type A Conduit - conduit that is supplied, installed, owned and maintained entirely by and at the expense of the Company.
- Type B Conduit – conduit that is supplied, owned and maintained by and at the expense of the Company, but installed by the Company at the expense of the developer. This duct is generally located in subdivisions and placed prior to the “Policy – Underground Servicing” of 81 01 01 (revised 83 08 31).
- Type C Conduit – conduit that is owned and maintained by and at the expense of the Company, but supplied and installed by the Company at the expense of the developer. This duct is generally located in subdivisions and placed prior to the “Policy- Underground Servicing” of 81 01 01 (revised 83 08 31). Type C Conduit applies only in areas formerly served by the Okanagan Telephone Company.
- Type D Conduit – conduit that is owned by the Company, but supplied and installed at the expense of the developer, under the “Policy – Underground Servicing” of 81 01 01 (revised 83 08 31).)
- Service Entrance Conduit
 - Service Entrance Conduit on Private Property –spans from the point of interconnection at the private dwelling property line on the ground (property line) to the point of interconnection on the outside wall of or inside the customer’s premise on private property (the side of the dwelling). This conduit is owned and maintained by and at the expense of the property title but supplied and installed by the developer.
 - Service Entrance Conduit on Public Property – spans from a service box on a public right of way through to the point of interconnection at the property line. This conduit is owned and maintained by and at the expense of the Company, but supplied and installed by the developer.

Conduit Type § (B.C. only)	Monthly Conduit Rental Unit Rate (per 30 metres per cable)
Type A	Same as Item 404.4.2.c (Conduit in Alberta)
Type B	\$1.61 §
Type C	\$0.69 §
Type D (Note 1)	\$1.12 §
Service Entrance Conduit on Public Property (Note 2)	\$0.56

Service and Other Charges

Section IV

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Support Structure Service - Continued

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Rates - Continued

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Note 1: Rates apply to Conduit installed after 81 01 01 under the revised construction policy, but
excluding service entrance ducts.

Note 2: Rate applies per conduit per individual customer premise.