

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. F

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. |

“*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. |

“*Construction Standards*” 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. |

“*Duly Authorized Representative*” 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. |

“*Joint-User*” 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. |

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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.

“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.

“Permit” means an Application which has been approved in writing by the Company.

“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 all 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.

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“Spare Capacity” 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.

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Definitions - Continued

“*Strand*” 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. M
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“*Strand Equipment*” means communications-related equipment inserted into cabling located on strand. |
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“*Subscriber Drop Wire*” 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. |
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“*Support Structure License Agreement (SSA)*” 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. |
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“*Support Structures*” 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. |
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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. F |

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. |

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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Support Structure Service - Continued

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Conditions of Service – Continued

8. Nothing contained in this Tariff Item limits, restricts or prohibits the Company from honoring 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. F
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. |
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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 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. F |

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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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.

19. Service Entrance Conduit

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a. Service Entrance Conduit on Private Property

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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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404.3**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. 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. C

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. In all cases, the Application will either be approved or denied in the response times identified below:

- a. Response time within fifteen (15) calendar days:
 - Application for 20 poles or less or 5 Manholes or less.
 - b. Response time within thirty (30) calendar days:
 - Applications for more than 20 but less than 50 poles or more than 5 but less than 15 Manholes.
 - c. Response time to be determined based on specifics of the request:
 - Applications exceeding the number of poles or Manholes specified in b. above.
 - Applications for Support Structures in remote areas.
 - Applications impacted by unusual conditions.
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.
 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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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. F
 5. Where Spare Capacity is not available, the Company will identify on or with the Application form the reasons why. If the Company elects to create the necessary Spare Capacity, 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 should be grouped into one or many projects. |
 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. |
 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. |
 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 or corporation (hereinafter "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. |
- 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. |
9. 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 twenty (20) calendar days in advance of such contractor commencing work. |

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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. F |
11. The Licensee must notify the Company of its start date. The Licensee must also notify the Company within seven (7) calendar days of the permitted work being 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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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 make-ready work. When the make-ready work has been completed, the Licensee will be notified and can then proceed with the attachment. In individual cases, with the mutual agreement of the Company and the Licensee, the Licensee may perform make-ready work at its own expense.

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.

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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Rates

The Customer 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.

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.

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Unauthorized Attachment per rental unit	\$100.00
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Rates - Continued

b. Unreported Attachment N

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 N

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 F

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.

e. Make-Ready Charge |

A Make-Ready Charge is calculated on a time and charge basis including material and labour for any work performed on, in or in proximity to the Company's Support Structures or on the Company's or Joint User's facilities, including, but not limited to, any additional investment or advance planned investment or reinforcement required, in order to meet the Licensee's requirements for Support Structure Service. In individual cases, with the mutual agreement of the Company and the Licensee, the Licensee may perform make-ready work at its own expense.

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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	\$1.61
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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.

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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Service and Other Charges

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 404.4 **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
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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. |