

ITEM

316 **Radio Tower Co-Location of Customer Provided Equipment - B.C. Only**

ITEM

316.1 **Service Description**

Provides for the right to occupy space on a Company Tower and/or place Customer Equipment in the associated Building owned or controlled by the Company. No additional radio tower co-location arrangements will be provided pursuant to this Item subsequent to the effective date of this Item.

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Definitions

For the purposes of this Tariff Item:

“*Antenna*” means a transmission device for the emission and/or reception of electromagnetic waves or signals by other wireless medium.

“*Building*” means the building(s) that are owned or controlled by the Company and that are associated with a Tower at a Tower Site.

“*Tower*” means all structures owned or controlled by the Company that support the placement of Antennas, including building rooftop or building side mounts, ground-mounted posts, ground-mounted pipes, ground-mounted poles or ground-mounted masts.

“*Tower Site*” means the site owned or controlled by the Company upon which a Tower and the associated Building(s) are located.

“*Customer Equipment*” means all equipment, facilities and accessories owned by the Customer located at a Tower Site, and includes the Customer’s Antenna(s).

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316.2

Conditions of Service

1. The provision of service pursuant to this Item is subject to the Company's General Tariff (CRTC 21461), General Terms of Service, as applicable. F
2. Failure of the Customer to adhere to the obligations of this Tariff and other applicable Tariff Items will result in termination of the service and removal, at the Customer's own expense, of the Customer Equipment.
3. Initial Service Period: Month-to-Month.
4. Customers are required to meet all applicable health, safety, security, labour, environmental and technical standards or codes, regulatory requirements, and the Company operating procedures, guidelines or requirements, as specified or provided for by the Company in this Tariff Item or any other applicable Company Tariff, or as otherwise prescribed by the Company or required by lawful authority. Without limiting the generality of the foregoing, the Customer Equipment shall comply with all technical standards established and amended from time to time including, without limitation, all Canadian Standards Association and applicable governmental standards (such as Industry Canada certified standards), and any and all network performance and/or other standards established and amended from time to time by the Company. |
5. The Customer is responsible for securing from Industry Canada, and maintaining in effect, all necessary authorizations as may be required by Industry Canada or any other lawful authority. |
6. Access to Towers located on Tower Sites shall be restricted at all times to the Company personnel only. |
7. Access by Customer personnel to the Building must be arranged through prior written request to the Company, and will be provided by the Company under the direct supervision of the Company personnel at all times, at an applicable charge to the Customer. Subject to the preceding paragraph, the Customer may carry out all maintenance, and repair to Customer Equipment at a Tower Site, or may request the Company to perform such services, at applicable charges. Notwithstanding the foregoing, however, the Company shall perform all such services to any Customer Equipment located on a Tower. |

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Conditions of Service - Continued

8. In the event that the Company elects to sell, transfer or otherwise dispose of a Tower Site, or the Tower(s) or Building(s) located on a Tower Site, the Company shall provide the Customer with written notice of same and the Customer shall, at its expense, remove the Customer Equipment from the Tower Site, Tower(s) or Building(s), as the case may be, within ninety (90) days of the date of the written notice from the Company, or such later date for removal as may be specified by the Company in such notice. F |

9. Upon the effective date of approval by the Canadian Radio-television and Telecommunications Commission of a Company General Tariff for Radio Tower Access Service for both Alberta and British Columbia, the service provided for pursuant to this Item shall automatically terminate, and the provisions of the Company General Tariff for Radio Tower Access Service shall thereafter apply. |

ITEM
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Rates

The Customer shall pay to the Company the following rates and charges. Such rates and charges are in addition to any other rates and charges that may be applicable, including any incidental expenses incurred by the Company in the provision of this service. |

1. Monthly Recurring Charge

	Monthly Rate
Customer A	\$3,215.00
Customer B	306.00
Customer C	1,290.00
Customer D	3,894.00
Customer E	1,155.00
Customer F	2,550.00
Customer G	129.60
Customer H	435.00
Customer I	237.50
Customer J	257.00
Customer K	394.17

Additional work requested will be charged based on costs actually incurred at rates in TCBC Carrier Access Tariff (CRTC 1017), Item 110 D.