

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Definitions

901.2

Application

The document provided by the Company or, where forms are not provided, a detailed description of the information required, completed by the Licensee to apply for access to Support Structures.

C

Complex Corrective Work

Any work required to correct pre-existing anomalies resulting in a Support Structure or the attachments thereon being in non-compliance with applicable Construction Standards that would be reasonably likely to cause a service outage or facility damage, or that is otherwise beyond the skill set of the Licensee or contractor, such as work in the electrical space, both as reasonably determined by the Company.

N

Complex Make-Ready Work

Transfers and work that would be reasonably likely to cause a service outage or facility damage, or includes work in the electrical space.

N

Conduit

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 Conduit 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.

C

C

t¹

t¹ - Transferred to page 902.2
Continued on page 902.2

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Definitions
901.2

Conduit Connection

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

The document which describes or references the Company's safety and technical requirements and industry standards, that a Licensee or a Qualified Contractor must comply with when performing work on its Facilities on, in or in proximity to the Company's Support Structures.

Corrective Work

Any work to correct pre-existing anomalies resulting in non-compliance with applicable Construction Standards by a Support Structure or the attachments thereon. Corrective Work may be either Simple Corrective Work or Complex Corrective Work.

Duly Authorized Representative

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.

t¹
t¹
C
N
N
t²

t¹ - Transferred from page 902.1
t² - Transferred to page 902.3
Continued on page 902.3

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Definitions
901.2

Joint-User

A party, such as an electric utility company, which has executed a joint-use or joint-ownership agreement with the Company providing for either the reciprocal right to use the Support Structures of the other party or joint-ownership of the Support Structure.

License

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 this Support Structure Service Tariff and the Support Structure License Agreement.

Licensee

A cable television undertaking duly licensed or exempted by the Canadian Radio-television and Telecommunications Commission (Commission) or a Canadian carrier as defined in the Telecommunications Act that has been granted License pursuant to the terms and conditions of this Tariff item.

Licensee’s Facilities

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

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. Make-Ready Work may be either Simple Make-Ready Work or Complex Make-Ready Work. For further clarity, Make-Ready Work excludes Corrective Work.

Manhole

An underground chamber which provides access to Conduit to place and maintain underground facilities but excludes Central Office vaults and controlled environmental vaults.

t²

t²

C

N

N

t³

t⁴

t² - Transferred from page 902.2
t³ - Transferred to page 902.4
t⁴ - Transferred to page 902.4.0
Continued on page 902.4

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Definitions
901.2

One-Touch Make-Ready (OTMR)

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 attachers on the structure. For greater certainty, Support Structures installed or modified pursuant to the OTMR process shall remain the property of the Company and the Licensee or other attacher does not acquire any property interest in the subject Support Structure(s) to which they attach their facilities.

Permit

An Application which has been approved in writing by the Company or which is deemed to be approved pursuant to this Tariff.

Qualified Contractor

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 satisfies 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 may reasonably withdraw Qualified Contractor status in respect of a Contractor who no longer satisfies the aforesaid qualifications, with written reasons and a statement of corrective measures to remediate withdrawal of qualified status.

The Company must maintain a reasonable list of Qualified Contractors who are permitted to carry out Make-Ready Work on behalf of a Licensee. The Company will manage the list of Qualified Contractors, update it regularly, and make it easily accessible to Licensees. 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 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.

N
N
t³
Ct³
N
N
N
N
N
t⁵
t⁶

t³ - Transferred from page 902.3
t⁵ - Transferred to page 902.4.0
t⁶ - Transferred to page 902.4.1
Continued on page 902.4.0

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Definitions

901.2

Simple Corrective Work

Any Corrective Work required outside the electrical space that is not Complex Corrective Work.

N

Simple Make-Ready Work

Any Make-Ready Work required outside the electrical space that is not Complex Make-Ready Work.

N

Spare Capacity

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.

t⁴

t⁴

Strand

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.

t⁵

Strand Equipment

Communications-related equipment inserted into or onto cabling located on strand.

Subscriber Drop Wire

The facility or those facilities running from a pole or from poles 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.

t⁵

t⁴ - Transferred from page 902.3

t⁵ - Transferred from page 902.4

Continued on page 902.4.1

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Definitions
901.2

Support Structure License Agreement (SSA)

The agreement between the Company and a Licensee, the form of which has been approved by the CRTC, 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 is subject to the prior approval of the Commission.

t⁶
|
t⁶

Support Structure

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 Permits thereto.

C t⁶
|
t⁶

*t⁶ - Transferred from page 902.4
Continued on page 902.5*

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Terms and
Conditions
901.3

(a) 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. The Tariff item on Support Structures shall prevail in all cases where it conflicts directly with the SSA. Where the General Tariff including the Terms of Service, conflicts directly with the specific Tariff item on Support Structures or the SSA, the aforementioned Tariff item or the SSA as applicable, shall prevail.

(b) 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.

(c) The Licensee may not assign, sub-let, sub-lease or otherwise transfer its 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 Support Structures access as if it remained sole owner of the facilities for which it shares an ownership interest.

(d) In all circumstances, the Company has priority ahead of any attacher's or other Licensee's access to Support Structures that the Company owns, or which are subject to a reciprocal agreement to share the costs of the support structure, in order to meet its current and anticipated future service requirements.

C
|
C

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Terms and
Conditions
901.3

(e) 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. **F**

(f) 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. **F**

(g) 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**

(h) The Company shall set and enforce Construction Standards based on safety and technical requirements for Support Structures which the Company owns or controls, provided that those standards do not unreasonably impede access by other Licensees or Joint-Users. **F**

(i) 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. **F**

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

**Terms and
Conditions
901.3**

(j) 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 its Facilities which are using the Company's Support Structures. **C**

(k) 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.

(l) 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) days following written notification of 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 reinspect the Licensee's Facilities and, if the defects have not been corrected to the Company's reasonable satisfaction, the Company may have such defects corrected or may 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.

(m) 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.

Continued on page 902.8

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

**Terms and
Conditions
901.3**

(n) 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 ninety (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 each Licensee, 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 shall notify the Company which will then terminate the affected Permit or Permits. If the Licensee fails to remove its Facilities 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.

(o) 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 service cannot be restored jointly, then each party shall identify their priority services and mutually agree to the restoration sequence. If mutual agreement cannot be reached, the Company will have priority.

Continued on page 902.9

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Terms and Conditions 901.3

(p) Whenever emergency work is required to be performed on the Licensee's Facilities, the Company will immediately advise the Licensee to take necessary action. However, if the emergency is such that the Company does not have time to notify the Licensee and must take unilateral action immediately, the Company may perform the necessary emergency work, at the Licensee's sole expense, and shall advise the Licensee of the situation as soon as possible. In such event, the Company shall not be responsible for any damages to the Licensee's Facilities or for interruption of service subject to the provisions of the SSA regarding the Company's liability.

C
C

(q) 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.

Continued on page 902.10

Issued 2023 04 03

Authority: Telecom Order CRTC 2025-21 January 28, 2025.
TN 977

Effective 2025 01 28

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Access Approval Requirements 901.4

(a) The Licensee must submit Applications 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 nor for 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 of each Application by the Company.

The Company's response time for Applications will vary depending on the circumstances outlined below.

(1) Pole Applications C

a. 20 or fewer poles (Notes 1, 4, 5, 6, & 7) C

Type of Make-Ready Work	No Work	Simple	Complex
Assess application (Note 2) C	5 days	5 days	5 days
Complete a survey of poles and grant or deny access (Note 3) C	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 Time	15 days	40 days	60 days

b. 21 to 50 poles (Notes 1, 4, 5, 6, & 7) C

Type of Make-Ready Work	No Work	Simple	Complex
Assess application (Note 2) C	10 days	10 days	10 days
Complete a survey of poles and grant or deny access (Note 3) C	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 Time	30 days	75 days	90 days

See Notes following 901.4.(a)(1)d.

Continued on page 902.10.0

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

- Access Approval Requirements 901.4** (1) Pole Applications (continued) C
- c. 51 to 200 poles (Notes 1, 4, 5, 6, & 7) C

Type of Make-Ready Work	No Work	Simple	Complex
Assess application (Note 2) C	10 days	10 days	10 days
Complete a survey of poles and grant or deny access (Note 3) C	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 Time	60 days	120 days	150 days

- d. 201 or more poles (Notes 1, 4, 5, 6, & 7) C

Type of Make-Ready Work	No Work	Simple	Complex
Assess application (Note 2) C	10 days	10 days	10 days
Complete a survey of poles and grant or deny access (Note 3) C	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 Time	100 days	180 days	115 days + good-faith negotiations

See Notes following 901.4.(a)(1)d.

Continued on page 902.10.1

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Access Approval Requirements 901.4

(a) (continued)

(1) Pole Applications (continued)

C

S

Note 1: The Company may treat multiple requests from a single Licensee as one request when the requests are filed within 30 days of one another.

C

Note 2: If the Company is in receipt of an application and does not respond to the Licensee within the prescribed timeline, the application will be deemed approved.

C

Note 3: If the Company exceeds the allotted time to respond to the Licensee, the application will be deemed approved and the Licensee will be allowed to install its Facilities.

C

Note 4: Extensions may be required for good and sufficient cause, with notification to and as agreed to by the Licensee. The Company should qualify for an extension if there are events beyond the control of the Company, such as third-party delays, where the Company can demonstrate that it has proceeded with due diligence. In cases where the Company indicates that delays will exceed timelines, with justification, and the Licensee is not satisfied with the Company’s justification, Licensee may use the Commission’s dispute resolution processes to resolve the issue.

C

|

|

C

Note 5: 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 Spare 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 10 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.

C

Note 6: Schedules for Make-Ready Work also apply to the competition of Corrective Work. In addition, when a permit application requires both Corrective and Make-Ready Work, the schedules for all work must begin simultaneously.

N

|

|

Note 7: For a given permit Application, when both simple and complex work must be carried out, whether Corrective Work or Make-Ready Work, 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.

|

|

|

N

Continued on page 902.10.2

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

- Access Approval Requirements 901.4**
- (a) (continued)
 - (2) Manhole Applications C
 - a. Response time within fifteen (15) calendar days applies to an Application for five (5) Manholes or less. C
 - b. Response time within thirty (30) calendar days applies to an Application for more than five (5) but less than fifteen (15) Manholes. C
 - c. Response time to be determined based on the specifics of the request applies to:
 - i. an Application exceeding the number of Manholes specified in (b) above. C
 - ii. an Application for Manholes in remote areas.
 - iii. an Application for Manholes impacted by unusual conditions. C

Continued on page 902.11

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Access Approval
Requirements
901.4

(b) A Licensee applying to attach to or work on another Licensee’s Facilities must provide to the Company, in all cases, whether an Application is required or otherwise, written confirmation of consent provided from the other Licensee identifying the specific Support Structure(s) for which access is requested on the Application or on which work will be performed.

(c) When an 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.

(d) 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 the unavailability of Spare Capacity.

(e) Where Spare Capacity is not available, the Company will identify on or with the Application form the reasons why.

(1) The Company will identify to the Licensee whether the removal or rearrangement of facilities on the pole at issue would create Spare Capacity, beyond the capacity reserved by the Company for future use. If the removal or rearrangement of facilities would create additional new Spare Capacity sufficient to accommodate the access request at issue, then the Company will not deny the application and will remove or rearrange them, or will allow for their removal or rearrangement by a third party, as part of Make-Ready Work and at the sole expense of the Licensee requesting the attachment.

C

N

N

Continued on page 902.11.0

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Access Approval Requirements 901.4

- (e) Where Spare Capacity is not available, the Company will identify on or with the Application form the reasons why. (continued)
- (2) If the Company elects to create the necessary Spare Capacity, the Company will estimate the necessary Make-Ready Work charges and forward them to the Licensee for approval, subject to (3) and (4) below. 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.
- (3) The Company will not deny an access application due to lack of capacity that can be remediated by performing Corrective Work, with this Corrective Work to be performed at the Company's cost.
- (4) The Company will not decline to replace a pole, at its own cost, if the lack of capacity to accommodate a new attachment is due to the fact that the pole does not respect safety and construction standards, as defined for Corrective Work.

N
N

Continued on page 902.12

Issued 2023 04 03

Effective 2025 01 28

Authority: Telecom Order CRTC 2025-21 January 28, 2025.
TN 977

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Access Approval
Requirements
901.4

(f) The Licensee must authorize or refuse the estimated Make-Ready Work and return all applicable forms completed 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 may require the Licensee to submit a new Application. After receipt of all forms completed and approved by the Licensee, the Company will initiate the necessary Make-Ready Work.

C

C

(1) 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. The Licensee may also elect to perform OTMR pursuant to the terms contained in this Tariff Item, the SSA and the Construction Standards, allowing the Licensee to perform Simple Make-Ready Work on Facilities, including on behalf of other parties with facilities already attached to one or more poles and/or strand.

N

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

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.

c. The Company shall create, maintain, and regularly update easily accessible virtual database(s) containing, by Province and Territory:

i. A list of approved contractors that are allowed to perform Make-Ready Work, and

ii. All of the Company’s operational and technical reference materials and construction standards relating to access to support structures.

N

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.

N

N

t⁸

⁸ - Transferred to page 902.12.0
Continued on page 902.13

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Access Approval Requirements
901.4

(g) (continued)

N

(g) 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.

t⁸

(h) 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.

(1) 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.

C

(2) The Company will, within 30 days of receiving a complete written request from a Licensee or a contractor, approve or deny a request for pre-approval of their preferred contractor(s). In the event the Company denies the request to approve a contractor, it will provide to the contractor and the Licensee comprehensive written reasons as well as possible corrective measures to remediate the situation and obtain approval.

N

N

t⁸

t⁸ - Transferred from page 902.12
Continued on page 902.13

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Access Approval
Requirements
901.4

(i) In the event that a Licensee wishes to use a contractor not on the Qualified Contractor list, the Licensee must notify the Company in writing, at least thirty (30) calendar days in advance of such contractor commencing work.

C
C

(j) 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 Licensee’s work completion has been received by the Company, the transfer of ownership will be effective and adjustments to the billing of the abandoned rental units will come into effect.

(k) 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.

(l) 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 the sixty (60) day period, the Licensee may submit a written request for an extension provided such request is received prior to the expiry of the initial sixty (60) day period, provided that the basis for the extension is beyond 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.

Continued on page 902.14

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Access Approval
Requirements
901.4

(m) Where work is required to restore a Conduit, assigned in a Permit, to a useable condition, the Licensee may determine who will do the work, subject to the requirements of other related terms and conditions of the Tariff on Support Structure Service. The Licensee will advise the Company of work completion within 10 days. The Company will have 20 days from the date of this notice to inspect and advise the Licensee of any further work required. All work and material required to make such Conduit usable by the Licensee will be at the Licensee's expense. The Licensee is also responsible for any backfilling, repaving, restoration of landscaping, curb, gutter and sidewalk expenses. **F**

(n) For assigned Conduit occupied by 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. **F**

(o) 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. For placement of a Subscriber Drop Wire on a Service Pole, the monthly charges specified in Item 901.5(b)(1) will commence on the date of the placement of a Subscriber Drop Wire. Where notification is not provided and the Company completes a census of service poles (as defined in Telecom Decision CRTC 2010-900) in a specific area, the monthly charges specified in Item 901.5(b)(1) 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 pro-rated to the date of notification if they have not already been billed for. In no case will the aforementioned retroactive monthly charges exceed \$100 per service pole. A one-time service charge specified in Item 901.5(a)(3) will apply to each pole to which a Licensee has attached one or more Subscriber Drop Wires(s). A list of censused locations appears in Item 901.5(a)(3). Subsequent to the census of a specific area and communication of those results to the relevant Licensees, and the levy of the one-time service charge specified in Item 901.5(a)(3), if applicable, the discovery of one or more additional Subscriber Drop Wires(s) in the surveyed area that has not previously been reported to the Company will be subject to the Unreported Attachment fee specified in Item 901.5(a)(2). 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 901.5(b)(1) will commence on the date specified in the negotiated agreement. **F**

Continued on page 902.15

MISCELLANEOUS SERVICES

Item 901

SUPPORT STRUCTURE SERVICE

Access Approval
Requirements
901.4

(p) When the Subscriber Drop Wire or Strand Equipment cannot be attached by the Licensee, 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.

F
C
S

(q) 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 the time period specified by the Company, to be no less than 90 days following written notification of the defects of the Licensee.

F

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.

F

Continued on page 902.16

Issued 2023 04 03

Effective 2025 01 28

Authority: Telecom Order CRTC 2025-21 January 28, 2025.
TN 977

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Rates and Charges 901.5

The Licensee must provide thirty (30) days advance notice of a change to the Licensee's billing/invoicing name and/or address, specifying the details of the change.

(a) Non-Recurring Charges

F

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:

(1) Unauthorized Attachment

F

An unauthorized attachment charge shall apply where a Licensee has installed a Facility, except a Subscriber Drop Wire, 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 attachment complies with the applicable Construction Standards and where the Licensee can substantiate to the reasonable satisfaction of the Company that a monthly rental has been applied with respect to such attachment or where the Licensee can substantiate to the reasonable satisfaction of the Company that the Company has approved the attachment of the License's Facility but has not issued a Permit.

Unauthorized Attachment per rental unit\$100.00

Continued on page 902.17

Issued 2023 04 03

Effective 2025 01 28

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Rates and Charges
901.5

(a) Non-Recurring Charges (continued)

(2) Unreported Attachment

F

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 901.4(o), the Unreported Attachment charge will only apply subsequent to the census of service poles in a specific area or subsequent to notification of service pole use in a specific area by Licensee itself. Areas that have been censused appear below. 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 a census, or the subscriber drop wire is the subject of a negotiated agreement.

Unreported Attachment per rental unit\$100.00

(3) Censused Regions and One-Time Service Charge for Service Pole Census

F

Upon completion of a service pole census by the Company, the following one-time service charge will apply to each service pole to which a Licensee has placed one or more additional Subscriber Drop Wires(s):

Censused Region	One-Time Service Charge /Per Service Pole
Bell Aliant	\$ 4.77

The one-time service charge per Licensee is calculated using the following formula:

One-time Service Charge per Licensee =

The number of service poles to which a Licensee is attached as identified during the census (service pole count) * Expenses paid to third party contractors for performing the census on service poles/the total sum of all Licensees' service pole counts

For clarity, maps representing the geographic boundaries of the censused areas above are available upon request by the Licensee.

Continued on page 902.18

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

**Rates and
Charges
901.5**

(a) Non-Recurring Charges - continued

(4) Search Charge

A charge, based on the expense incurred and where appropriate using hourly labour rates specified in the Company's Tariff, which applies 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 a search necessary to implement the Licensee's Application(s), will be forwarded to the Licensee for approval (the Make-Ready Work estimate).

C

C
C

(5) 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 cable, equipment or other facilities on the Support Structure(s). For further clarity, the charge must not include any costs defined as Corrective Work costs in accordance with this tariff. Under certain conditions, the Licensee may perform Simple Make-Ready Work under the One-Touch Make-Ready process at its own expense.

C
|
-
-
-
-
-
C

t⁹

*t⁹ - Transferred to page 902.18.0
Continued on page 902.18.0*

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Rates and
Charges
901.5

(a) Non-Recurring Charges - continued

(6) Inspection Charge

A charge, based on the expense incurred and where appropriate using hourly labour rates specified in the Company's Tariff, will apply 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) calendar days from the date of notification to the Company by the Licensee that construction has been completed.

N
|
t⁹
|
t⁹

*t⁹ - Transferred from page 902.18
Continued on page 902.19*

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Rates and Charges
901.5

(b) 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.

(1) 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:

- a. for all of the Licensee's Strands attached to such pole;
- b. when a. is not applicable, for all of the Company's Strands supported by such pole, which Strands the Licensee uses; and
- c. when a. and b. 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 circumstance.

The following monthly Pole rental unit rates apply.

Company	Monthly Pole Rental Unit Rate
Bell Aliant	\$ 1.54
Bell Canada (Note)	1.04
Bell MTS	1.37
Northwestel	0.80
Télébec	1.34

Note: Rate interim as of 11 March 2025 pursuant to Telecom Order CRTC 2025-77. N

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

Rates and
Charges
901.5

- (b) Monthly Rates - continued
- (2) 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 following monthly Strand rental unit rates apply.

Company	Monthly Strand Rental Unit Rate	
Bell Aliant	\$ 0.48 per 30 metres	
Bell Canada	0.25 per 36.6 metres	
Bell MTS	0.32 per 36 metres	N
Northwestel	0.24 per 36.58 metres	
Télébec	0.45 per 56.5 metres	N

MISCELLANEOUS SERVICES

Item 901 SUPPORT STRUCTURE SERVICE

- Rates and Charges**
901.5
- (b) Monthly Rates - continued
 - (3) Conduit

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:

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

The following monthly Conduit rental unit rates apply.

Company	Monthly Conduit Rental Unit Rate (per 30 metres)	
Bell Aliant	\$ 1.64	
Bell Canada	1.76	
Bell MTS	3.15	N
Northwestel	2.25	
Télébec	4.80	N

MISCELLANEOUS SERVICES

Item 901

SUPPORT STRUCTURE SERVICE

Rates and
Charges
901.5

(c) Underground Support Structure on Private Property - Télébec Only

If the Licensee wishes to use a portion of a private underground support structure designed by Télébec in consultation with the owner of the structure and installed for the use of Télébec and the Licensee's facilities, the Licensee must submit an Application for a Permit to Télébec in accordance with the procedures set out in the SSA (obtaining a Permit). Télébec may not charge the Licensee more than 50% of the total design costs associated with the provision of the said underground support structure. For greater certainty, no monthly rental rates apply to this type of conduit and the only rates applicable are the engineering expenses.

N
|
N

End