

GENERAL TARIFF

OTHER SERVICES AND FACILITIES - GENERAL

1. GENERAL

1.1. The following sections in the 800 and 900 series, specify rates, rentals, charges and regulations for the following:

- (a) Telephone services other than exchange and inter-exchange service.
- (b) Use of certain customer-provided equipment with the Company's facilities.
- (c) Lease of channels.
- (d) Arrangements for data transmission.

1.2 The foregoing is at the discretion of the Company and, where applicable, subject to the availability of suitable facilities and the requirements of exchange service and message toll telephone service.

1.3 When it is necessary for the Company to install special equipment or to incur any unusual expense in order to meet the special requirements of an applicant or customer, the Company may make an additional charge based on the equipment installed or other unusual expense incurred.

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2 SUPPORT STRUCTURES**2.2 SUPPORT STRUCTURES - GENERAL**

- a) Support Structures are offered to Cable-Television Undertakings and Telecommunications Carriers in accordance with the applicable Canadian Radio-television and Telecommunications Commission (Commission) decisions.
- b) The Licensee must enter into a Support Structure License Agreement with the Company. The agreement and this Tariff make up the Support Structure Service. The terms of the Support Structure Service are governed by this Tariff and, should there be any contradiction, conflict or variance between the provisions of the agreement and the provisions of this Tariff, the provisions of this Tariff shall prevail.
- c) The Company provides the Licensee the use of support structures where spare capacity is available and such use will not interfere with the rights of any joint user or other Licensee.
- d) Support structures made available under this Tariff are for the exclusive use of the Licensee and the Licensee shall not sublet the use of the support structures obtained from the Company. However, a Licensee may lease capacity on a Licensee-owned strand to another party provided that the other party satisfies the terms and conditions of this Tariff, executes a Support Structure License Agreement, and applies for and receives a permit to use The Company's poles. When the other party applies for a pole permit and will be using the Licensee's strand, the other party must provide the permit number authorizing the installation of the strand.
- e) In all circumstances, The Company has priority access to support structures in order to meet its current and anticipated future service requirements.
- f) At the time of any application for use of support structure, the Licensee must be the holder of all required authorizations from the appropriate regulatory authorities regarding territory it serves or intends to serve and must furnish documentary evidence of the same at the request of the Company.
- g) The Licensee must obtain and maintain rights-of-way or consents required for the placement, maintenance and operation of the Licensee's facilities on or in support structures and must provide written evidence of it upon request by the Company.
- h) Nothing contained in this Tariff limits, restricts or prohibits the Company from honouring existing or entering into future joint-use agreements regarding support structures used or offered under this Tariff and the Support Structure License Agreement.
- i) As the owner of the support structures, the Company shall set and enforce construction standards based on safety and technical requirements, provided that those standards do not unreasonably impede access by other telecommunications carriers and cable-television undertakings.

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2.2 SUPPORT STRUCTURES – GENERAL (continued)

- j) The types of facilities placed by the Licensee on or in support structures must conform to the standards and requirements specified in the support structures operations guide. Licensee-owned conduit, connected to support structures, must also meet these requirements. Conduit connections are only permitted for the Licensee to access its facilities, using the Company's support structures.
- k) The types of services provided by the Licensee must be provided in accordance with applicable legislation, regulations and Commission decisions.
- l) The Licensee must submit an application for the use of support structures. If spare capacity is available and the Licensee's proposed use of the support structure conform to the terms and conditions of this Tariff, the Support Structure License Agreement and the support structure operations guide. A permit will be issued to the Licensee allowing use of the support structures as described in the permit.

Should the Licensee installation of its facilities not start, on or in the support structures specified in the permit, within 60 days from the date of the permit the Company may require re-submission of the application subject to the rentals and charges specified herein.

The Company does not guarantee that any conduit assigned in the permit is in good condition and unobstructed. All work and material required to make such conduits usable by the Licensee are to be performed and provided by the Licensee at its' expense. The Licensee is also responsible for any backfilling and repaving expenses.

- m) The Licensee must submit an application for the use of support structures for additions to, rearrangements, transfers, replacements or removals of the Licensee's facilities located on or in support structures, for which a rental is provided in this Tariff and/or which affects the consumption of capacity of the support structure.
- n) Cable-television undertakings and telecommunications carriers are permitted to construct, maintain and operate their own plant and equipment on or in the Company's support structures, using their own labour force or contractor, subject to the terms and conditions contained in the Support Structure License Agreement.
- o) 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 charge based on the expense incurred applies.

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2.2 SUPPORT STRUCTURES – GENERAL (continued)

- p) When the Company decides to remove or abandon any support structures, it will give notice of at least 60 days to the Licensee of the termination of the permit for the affected support structures. Where the Company has the authority to do so, it may, at the same time, notify the Licensee that, such support structures may be purchased by the Licensee presently using the structure, at a price to be negotiated with the Company. The Licensee shall have the first 30 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 within the first 30 days of the notice period, then the Licensee, at its expense, shall remove its facilities from support structures within the 60-day notice period. When the Licensee has removed its facilities, 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 60-day notice period, the Company may remove the Licensee's facilities from the structures and a charge will apply based on the expense incurred.

- q) The Licensee is responsible for the following work at its expense:

To install, maintain, rearrange, replace, repair, remove or transfer its' facilities or perform any other work, all to meet requirements and within the time period specified by the Company.

To rearrange, replace, remove, transfer its facilities located on or in support structures or perform any other work at the request of and within the time period specified by a third party (e.g., government authority, joint-user) who is exercising its rights.

- r) After notice to the Licensee that they are to perform work under the terms and conditions of the Company's Tariffs and/or the Support Structure License Agreement, if the Licensee's fails to do so within the time period specified, the Company may perform such work and a charge will apply based on the expense incurred.

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2.3 SUPPORT STRUCTURES - DEFINITIONS

- a) Cable-Television Undertaking: A duly licensed or exempted cable television undertaking as prescribed by the Canadian Radio-television and Telecommunications Commission pursuant to the Broadcasting Act.
- b) Conduit: A reinforced passage or opening in, on, over or through the ground or watercourses capable of containing communication facilities. It 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 vault, manholes, central-office vaults and conduit entering the central-office vault.
- c) Conduit Connections Those parts of Licensee-provided conduits affixed to the underground support structures that consist of the following:
 - a. 0.3 meters of the Licensee's conduit, where it enters a manhole, measured from the inside wall of the latter.
 - b. the Licensee's "Y" connection and conduit for a distance of 0.9 meters when the Licensee's conduit is connected to the Company conduit measured from the centre line of the point of intersection and along the Licensee's conduit.
- d) Licensee A cable-television undertaking or telecommunications carrier who has executed a Support Structure License Agreement with the Company.
- e) Licensee's Facilities The Licensee's cables, equipment, and other facilities permitted to be attached to or located on or in support structures and which is part of the Licensee's network infrastructure necessary to provide the services offered by the Licensee.
- f) Joint-User A party, such as an electric utility Company, who 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.
- g) Manhole An underground chamber, providing access to conduit to place and maintain underground facilities, but excludes central-office vaults and controlled environmental vaults.
- h) 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.
- i) Subscriber Drop Wire The facility running from the last pole to a subscribers' premise.
- j) Support Structure A pole, strand, manhole or conduit which supports the weight of or contains the Company or the Licensee's facilities.

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2.4 SUPPORT STRUCTURES - RECURRING & NONRECURRING MONTHLY RATES AND SERVICE CHARGES**a) NONRECURRING CHARGES**

- **Unauthorized Attachment**: Any facility except subscriber drop wire, installed on or in the support structures without a permit issued by the Company. Charge is based per rental unit.
- **Late Notification Charge**: Applies for each day after the 30th day prior to the assignment date of the Support Structure License Agreement, for which notification of assignment has not been received by the Company.
- **Search Charge**: Based on the expense incurred and was appropriate using hourly labour rates specified in the Company's Tariff. Applies to all work required to determine the availability of spare capacity on or in the Company's support structures and to estimate make-ready charges.
- **Make-Ready Charge**: Based on the expense incurred and was appropriate using hourly labour rates specified in the Company's Tariff. Applies for any work performed on, in or near 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.
- **Inspection Charge**: Based on the expense incurred and was appropriate using hourly labour rates specified in the Company's Tariff. Applies for all inspections and verification of the Licensee's facilities. This charge applies to inspections necessary to ensure the installation of such facilities has been completed in accordance with the permit and that it complies with the Construction Standard.

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2.4 SUPPORT STRUCTURES - RECURRING & NONRECURRING MONTHLY RATES AND SERVICE CHARGES (continued)**b) MONTHLY RECURRING CHARGES**

The rates specified below apply for each month or portion thereof for the permitted use of the support structures. The monthly rates are payable in advance and apply to all permits in force on the billing date. The rates shall commence on the date when the permit is issued and shall continue until the date that the permit is terminated. 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.

Pole: A pole rental unit consists of the use of a portion of the load-bearing capacity and/or communications space of a pole required to support the Licensee's facilities.

The pole rental unit rate applies to each pole as follows:

- I. for Licensee's strands permitted to be attached to such pole;
- II. for all other strands supported by such pole, which strands the Licensee is permitted to use;
- III. for all other of the Licensee's facilities, except subscriber drop wires, permitted to be attached to such pole:

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

Strand: The strand rental unit, based on strand span of 36 meters, consists of the use of a single strand span or portion thereof, owned by the Company or on which it possesses rights entitling it to allow the placement of the Licensee's facilities. Between two poles or between a pole and a building, for each Licensee's cable having a maximum outer diameter of 30.5 millimeters attached to such strand.

Conduit: The conduit rental unit consists of the use of 30 meters of conduit space or portion thereof for each Licensee's cable having a maximum outer diameter of 30.5 millimeters, and/or the use of a manhole by each Licensee's cable having a maximum outer diameter of 30.5 millimeters. A minimum charge of one conduit rental unit applies for each cable permitted to be installed in each of the following conditions:

- I. when the Licensee's cable is permitted to use a conduit for a distance of less than 30 meters; or
- II. when the Licensee's cable is permitted to enter or leave a manhole through a conduit by using less than 30 meters of conduit; or
- III. when the Licensee's cable is permitted to use a manhole without using a conduit to enter or leave the manhole.

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c) RATES

An advance charge of \$300.00 is required for each application and will be applied against actual expenses incurred.

ITEM CODE	DESCRIPTION	MRC	SERVICE CHARGE
SSPR	Pole rental unit rate, each	\$1.10	N/A
SSSR	Strand rental unit rate, each 36 meters	\$0.25	N/A
SSCR	Conduit rental unit rate, each 30 meters	\$2.25	N/A
SSUA	Unauthorized Attachment, per rental unit	N/A	\$100.00**
SCSSSC	Search Charge	N/A	*
SCSSMR	Make-Ready Charge	N/A	*
SCSSIC	Inspection Charge	N/A	*

*Charge based on the expense incurred and where appropriate using hourly labour rates specified in the Company's Tariff.

** Charge applies after 180 days, \$25.00 applies for the first 180 days.

