

PART 4

OTHER SERVICES AND FACILITIES

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OTHER SERVICES AND FACILITIES – GENERAL

Item 4000. **GENERAL**

1. Items following this Item specify rates, rentals, charges and regulations for the following:

- a) Intercommunicating Channels and Equipment.
- b) Use of customer-provided equipment with the Company's facilities.
- c) Other services and arrangements.

The foregoing are provided at the discretion of the Company and subject to the availability of suitable facilities and to the requirements of exchange service and message toll telephone service.

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

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INTERCOMMUNICATING CHANNELS AND EQUIPMENT

Item 4010. **GENERAL**

- 1. An intercommunicating channel (including termination on a jack) is provided for continuous use between two or more terminals located in the same exchange or different exchange. It may be connected to customer provided equipment.
- 2. Intercommunicating channels are not connected to P.B.X. service.
- 3. A multi-point intercommunicating channel is provided between three or more terminals located in two or more exchanges.
- 4. The standard service offering provides simultaneous communication between one terminal in each of the exchanges between which the multi-point intercommunicating channel is provided with more than one terminal in any of the exchanges on the basis of a special assembly of equipment.

Item 4020. **INTERCOMMUNICATING CHANNELS WITH AUTOMATIC OR MANUAL SIGNALING**

- 1. Intercommunicating channels (including termination on a jack) are provided at the following rates and charges which are in addition to other rates and charges applicable:
 - a) For a channel between terminals of one or more customers in one building, a monthly rate as specified in (f) below applies.
 - b) For a circuit between terminals of one customer in two or more buildings on the same continuous property, a local-distance charge applies in addition to the rate.
 - c) For a channel between terminals on different properties, a local-distance charge (Item 950) applies.
 - d) For a channel between different exchanges (Item 3750.1).
 - e) For a local channel with an inter-exchange channel (Item 3750.1).
 - f) Each see Item 950

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**USE OF CUSTOMER-PROVIDED EQUIPMENT
WITH THE COMPANY'S FACILITIES**Item 4030. **GENERAL**

1. Equipment, apparatus, or devices provided by a customer shall only be attached to or connected to or used with the Company's facilities in accordance with the requirements stated herein or such further and other requirements as may be specified from time to time by the Company or by special agreement.
2. Such equipment, apparatus, or devices shall be suitable for operation or use with the Company's facilities.
3. Any such attachment, connection or use shall be made only to or with a telephone or connecting equipment provided by the Company or by the customer as specified in the Company's Tariffs and shall be external to such telephone or connecting equipment.
4. Any such attachment or connection to or use with the Company's facilities shall be such that, in the Company's opinion, it does not damage, interfere with, or create a hazard of damage or impair the functioning of the Company's service, equipment, or channels or create a hazard of danger to the users of the Company's service, equipment, or channels, its employees, or the public.
5. The customer shall not have, acquire, secure or derive any property or patent right in or control over the Company's equipment, apparatus, lines, channels, or devices to which such attachment, connection or use is made or any property or patent right in or control over the design, function, operation or layout of the Company's equipment, apparatus, lines, channels or devices. The Company reserves the right to change, in whole or in part, the design, function, operation or layout of its equipment, apparatus, lines, channels or devices as it considers necessary. The Company shall not be responsible to the customer for any of the customer's equipment, apparatus or devices with the Company's facilities or become inoperative because of such changes to the Company's equipment, apparatus, lines, channels or devices. The Company will, however, give appropriate notice of such changes.
6. The Company does not make any representation that its facilities are adapted to the use of customer-provided equipment, apparatus or devices.

See page 5 for explanation of symbols

**USE OF CUSTOMER-PROVIDED EQUIPMENT
WITH THE COMPANY'S FACILITIES**

Item 4030. **GENERAL** – continued

- 7. The Company may make such tests and inspections, as it considers necessary to determine whether the customer is complying with any or all requirements herein. If, in the Company's judgement, such attachments or connections or use with the Company's facilities do not conform with these requirements, the Company may, at any time, take such action as necessary or remove the attachment or interrupt or terminate the connection or use with the Company's facilities.
- 8. When such attachment or connection to or use with the Company's facilities causes the Company to incur any unusual expense or any loss or damage it may recover any such unusual expense or any such loss or damage from the customer.
- 9. The Company's liability in the attachment, connection or use by a customer or any other person of such customer-provided equipment, apparatus or devices is specified in Article 10 of the Terms of Service.

Item 4040. **DIAGNOSTIC MAINTENANCE CHARGE**

- 1. The customer is responsible for the installation, operation and maintenance of equipment, apparatus or devices that the customer provides and which are attached or connected to or used with the Company's facilities and/or equipment. When a repair visit is made to a customer's premises and no trouble is found in the Company's facilities and/or equipment, but such trouble continues to be present when the customer-provided equipment is reconnected to the Company's facilities and/or equipment a charge as specified below applies. If, however, the trouble is no longer present upon such reconnection, no charge will apply.

For single line residence or business primary
exchange service customers, excluding data applications\$53.50

See page 5 for explanation of symbols

**USE OF CUSTOMER-PROVIDED EQUIPMENT
WITH THE COMPANY'S FACILITIES**

- Item 4050. **ELECTRICAL AND ACOUSTICAL CONNECTION OF CUSTOMER-PROVIDED TERMINAL EQUIPMENT**
1. Customer-provided terminal equipment of a type which has been certified by the federal Department of Industry Canada under the terms and conditions of its Terminal Attachment Program, and which bears a label indicating such certification, may be electrically or acoustically attached to, or used in conjunction with, the Company's facilities, subject to the terms of the Company's Tariff, as applicable.
 2. The purpose of terminal equipment certifications is to provide uniform standards for the protection of the telephone network. Certification is not intended to assure the user of terminal equipment any measure of performance or safety.
 3. Notwithstanding the terms of this Tariff Item, customer-provided terminal equipment which is used to perform any of the following functions may not be attached to the Company's facilities:
 - a) makes fraudulent use of the telecommunications network in any manner, including, without limitation, the following:
 - 1) transmits and/or receives data signals when the off-hook time interval lasts less than two seconds;
 - 2) automatically changes from an on-hook mode to an off-hook mode, except in response to an incoming call or to initiate an outgoing call.
 4. The following miscellaneous terms and conditions are applicable to the connection of customer-provided terminal equipment under this Tariff Item:
 - a) The attachment of customer-provided terminal equipment to the telephone network shall be made by means of a Company-provided jack as provided in the Company's Tariffs, except when such attachment is made acoustically or by induction.
 - b) Customer-provided terminal equipment may not be connected to two-party line service, four-party line service, multi-party line service or semi-public telephone service. As an exception, jack-plug-cord ensemble (telephone extension cords) and various plug adapter units may be connected to two-party and four-party line service.
 - c) Customer-provided terminal equipment for call-originating telemetry systems may be connected to the Company's individual-line primary exchange service provided that such connection is by means of a Company-provided single-line jack as specified in Item 75.

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**USE OF CUSTOMER-PROVIDED EQUIPMENT
WITH THE COMPANY'S FACILITIES**

Item 4060. **RESTRICTIONS ON THE USE OF AUTOMATIC DIALING-ANNOUNCING DEVICES (ADAD) AND CONDITIONS FOR UNSOLICITED LIVE VOICE AND FACSIMILE CALLS FOR THE PURPOSE OF SOLICITATION**

1. Restrictions of the use of ADADs

For the purpose of this tariff, and ADAD is defined as any automatic equipment incorporating the capability of storing or producing telephone numbers to be called, used alone or in conjunction with other equipment to convey a pre-recorded or synthesized voice message to the telephone number called.

For the purpose of this tariff, solicitation is defined as the selling or promoting of a product or service, or the soliciting of money or money's worth, whether directly or indirectly and whether on behalf of another party.

a) **Use of ADADs for purposes of solicitation**

The use of ADADs to make unsolicited calls for the purpose of solicitation is prohibited.

Prohibited ADAD calls include calls made to solicit on behalf of a charity, the use of ADAD messages to request that a called party hold until an operator is available (when the purpose of the call is to solicit), activities such as radio station promotions, or ADAD calls referring the called party to a 900 or 976 Service number.

b) **Use of ADADs for purposes other than solicitation**

The use of ADADs to make unsolicited calls for purposes other than solicitation (herein referred to as permitted unsolicited calls) are subject to the following conditions:

EXCEPTION: These conditions do not apply to calls made for public service reasons, including calls made for emergency and administration purposes by police and fire departments, schools, hospitals or similar organizations.

- 1) Permitted unsolicited ADAD calls must not be placed to emergency lines or healthcare facilities.
- 2) Unless otherwise provided by law, permitted unsolicited ADAD calls may only be placed between 9:30 a.m. and 8:00 p.m. Monday to Friday, between 10:30 a.m. and 5:00 p.m. on Saturday and between 12:00 noon and 5:00 p.m. on Sunday.

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**USE OF CUSTOMER-PROVIDED EQUIPMENT
WITH THE COMPANY'S FACILITIES**

Item 4060. **RESTRICTIONS ON THE USE OF AUTOMATIC DIALING-ANNOUNCING DEVICES (ADAD) – continued**

1. Restrictions of the use of ADADs – continued

b) Use of ADADs for purposes other than solicitation – continued

- 3) Permitted unsolicited ADAD calls shall begin with a clear message identifying the person on behalf of whom the call is being made. This identification message is to include a mailing address and a telephone number at which the called party can reach, at no charge, a responsible individual representing the originator of the message. If the actual message exceeds 60 seconds, the identification message must be repeated at the end of the call. Where the person making the call is conducting a survey on behalf of a client, either the survey research organization or the client on whose behalf the call is made must be identified in accordance with the requirements of this section.
- 4) Permitted unsolicited ADAD calls must display the originating calling number or an alternate number at which the call originator may be reached, except where number display is unavailable for technical reasons.
- 5) Sequential dialing is prohibited.
- 6) Random dialing for permitted unsolicited ADAD calls, as well as calls to non-published numbers are allowed.
- 7) An ADAD user must make all reasonable efforts to ensure that their equipment disconnects within 10 seconds of the called party hanging up.
- 8) The rates specified for a Business Trunk line in Item 2040 apply to the central office line to which an ADAD is connected.

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**USE OF CUSTOMER-PROVIDED EQUIPMENT
WITH THE COMPANY'S FACILITIES**

Item 4060. **RESTRICTIONS ON THE USE OF AUTOMATIC DIALING-ANNOUNCING DEVICES (ADAD) – continued**

2. Conditions for unsolicited live voice and facsimile calls (including calls made on behalf of charitable institutions) for the purpose of solicitation.

EXCEPTION: The conditions do not apply to live voice and facsimile calls that do not solicit, including calls for emergency purposes, calls for account collection and market and survey research.

- a) Persons placing unsolicited live voice or facsimile calls to solicit are to ensure that a customer's request not to be called again is respected and that the customer's name and telephone number are removed from calling lists within 30 days of the request. A customer's "do not call" request is to remain active for three years.
- b) Persons placing unsolicited live voice calls to solicit are to identify the person on behalf of whom the call is made and provide, upon request, the caller's telephone number and the name and address of a responsible party to whom the called party can write.
- c) Persons placing unsolicited facsimile calls to solicit are to identify the person on behalf of whom the call is made, as well as the caller's telephone number, facsimile number and the name and address of a responsible party to whom the called party can write.

When the unsolicited live voice or fax call is placed by a professional calling organization on behalf of another organization, the professional calling organization must also provide the information set out in (b) and (c) above with respect to itself.

- d) Unsolicited live voice or facsimile calls to solicit must display the originating calling number or an alternate number at which the call originator can be reached, except where number display is unavailable for technical reasons.
- e) Sequential dialing for unsolicited live voice and facsimile calls for the purpose of solicitation is prohibited.
- f) Unsolicited live voice and facsimile calls must not be placed to any emergency line or healthcare facility.

3. Enforcement

Telephone service to all lines used in connection with the placing of calls which contravenes the conditions of this tariff may be suspended or terminated two business days after notice from the Company.

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**USE OF CUSTOMER-PROVIDED EQUIPMENT
WITH THE COMPANY'S FACILITIES**

Item 4061. **FOUR-WIRE CONNECTING ARRANGEMENT FOR USE WITH CERTAIN
CUSTOMER-PROVIDED EQUIPMENT**

1. This arrangement permits the connection of certain customer-provided terminal equipment, requiring an additional pair of wires, to single-line residence or business service.
2. The four-wire connecting arrangement uses the standard jacks provided by the Company for primary exchange service (Item 75) and ensures that an additional pair of wires is connected to these jacks within the customer's premises.
3. A non-recurring charge as specified in 4. below applies, in addition to service charges specified in Item 100, for each four-wire connecting arrangement provided.

**Non-Recurring
Charge**

4. Four-wire connecting arrangement, each.....\$14.50

See page 5 for explanation of symbols

LEASE OF CHANNELS

Item 4070. **CHANNELS FOR SIGNAL TRANSMISSION**

1. Channels are leased for the transmission of signal pulses between items of equipment of the lessee that are connected with the channels.
2. Regular direct current or ringing current is provided without additional charge if facilities are available. Otherwise such current is provided at an additional charge based on the cost incurred. Moves, rearrangements and changes will be permitted at applicable service charges and those which require the addition of metallic facilities will be provided at the customer's expense.
3. The lessee may derive from a channel two or more channels of a narrower bandwidth, by means of his own channel-deriving equipment, and use them for signal transmission.
4. Signal channels and channels derived from them by the lessee may not be connected with equipment or wiring used for telephone, teletype service or radio broadcasting, nor with any other channel whose basic facility is not provided by the Company.
5. Transmission may be in one direction or alternately in either direction without additional charge. Duplex operation is provided as specified in Item 2400.
6. For a lessee who provides protective alarm service to his customers, a bunching arrangement may be installed without additional charge in the wire centre in which the lessee has a number of service points to connect channels between these service points and a channel terminating at the lessee's premises. The number of connections to the bunching arrangement is determined by the Company's equipment limitations.
7. Three classes of channels are leased as follows:
 - CLASS A** - channels suitable for the transmission of signal pulses up to 30 bauds.
 - CLASS B** - channels suitable for the transmission of signal pulses up to 55 bauds, similar in transmission characteristics to those provided for 45-baud or 55-baud Teletype service.
 - CLASS C** - channels similar in transmission characteristics to those provided for voice-grade service.

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Item 4200. **CELLULAR TELEPHONE SERVICE**

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This service is forborne from regulation pursuant to Order CRTC 2001-501

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OTHER SERVICES AND FACILITIES

Item 4250. **DIGITAL TRANSMISSION SPECIAL FACILITIES**

- a) This custom-designed arrangement provides for an unchannelized DS-1 access facility between the customer's premises in Moosonee, Ontario and the Company's central office. The initial service period is 12 months with termination liability equal to the present worth of the remaining monthly payments. (Note).

	Monthly Rate	Service Charge
4250 a)	\$918.60	\$5440.00

Note: Equipment connected to this facility is subject to the terms and conditions of Ontera General Tariff items 4030 - Use of Customer-Provided Equipment with the Company's Facilities and 4050 - Electrical and Acoustical Connection of Customer-Provided Terminal Equipment.

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“RESERVED FOR FUTURE USE”

(C)



See page 5 for explanation of symbols

“RESERVED FOR FUTURE USE”

(C)



See page 5 for explanation of symbols

SUPPORT STRUCTURES

Item 4500. **SUPPORT STRUCTURE FACILITIES**

1. General

The use of the Company's Support Structures, where available, are provided at the rates and charges specified.

Licensees are required to apply for access to Support Structures and execute a Support Structure License Agreement that has been duly approved by the CRTC.

2. Definitions

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.

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.

Conduit Connection

Those parts of a Licensee-provided Conduit affixed to the Company's underground Support Structure that consists of the following:

1. 0.3 metres of the Licensee's Conduit, where it enters a Company Manhole, measured from the inside wall of the latter.
2. 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 centre line of the Company's Conduit at the point of intersection and along the Licensee's Conduit.

Construction Standards

The documents which describe or reference the Company's safety and technical requirements and industry standards, and that a Licensee must comply with when performing work on its facilities on, in or in proximity to the Company's Support Structures.

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.

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SUPPORT STRUCTURES

Item 4500. **SUPPORT STRUCTURE FACILITIES** – continued

3. Definitions – continued

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 the 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.

Manhole

An underground chamber which provides access to Conduit to place and maintain underground facilities but excludes central-office vaults and controlled environmental vaults.

Permit

An Application which has been approved in writing by the Company.

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.

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.

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.

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See page 5 for explanation of symbols

SUPPORT STRUCTURES

Item 4500. **SUPPORT STRUCTURE FACILITIES** – continued

4. Definitions – continued

Support Structures

Support structures include poles, Conduits, Strand, anchors and Manholes (but excludes other structures such as central offices, 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.

Support Structure License Agreement

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 Support Structure License Agreement is subject to the prior approval of the Commission.

Unauthorized Attachment

A facility installed by a Licensee, except a Subscriber Drop Wire, on or in Support Structures, for which a Permit has not previously been issued and which has not been approved by the Company.

5. Terms and Conditions

- a) The Licensee must enter into a Support Structure License Agreement 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 on Support Structures shall prevail in all cases where it conflicts directly with the Support Structure License Agreement. Where the General Tariff including the Terms of Service, conflicts directly with the specific Tariff item on Support Structures or the Support Structure License Agreement, the aforementioned Tariff item or the Support Structure License Agreement 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, sublet, sublease 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. Licensee may not share its access to the Company's Support Structures with a third party. 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.

See page 5 for explanation of symbols

SUPPORT STRUCTURESItem 4500. **SUPPORT STRUCTURE FACILITIES** – continued**6. Terms and Conditions** – continued

- d) Where Licensee's Facilities are attached to the Company's Support Structures, the Licensee shall not permit the attachment of a third party's Facilities to the Licensee's Facilities.
- 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, 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.
- g) The Licensee must obtain and maintain any rights-of-way or consents, as identified in the Support Structure License Agreement, 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.
- h) Nothing contained in this Tariff item limits, restricts or prohibits the Company from honouring existing or entering into futures joint-use or joint ownership agreements regarding Support Structures used or offered under this Tariff item and the Support Structure License Agreement, 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.
- i) 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.
- j) 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.
- k) 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.

See page 5 for explanation of symbols

SUPPORT STRUCTURESItem 4500. **SUPPORT STRUCTURE FACILITIES** – continued**7. Terms and Conditions** – continued

- l) 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.
- m) Ongoing 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.
- n) 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.
- o) 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.

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SUPPORT STRUCTURESItem 4500. **SUPPORT STRUCTURE FACILITIES** – continued**8. Terms and Conditions** – continued

- p) 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.
- q) 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 action immediately, the Company may perform the necessary emergency work, at the Licensee's 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 Support Structure License Agreement regarding the Company's liability.
- r) Nothing contained in this Tariff item or the Support Structure License Agreement, 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.
- s) Notwithstanding any of the other provisions of this Tariff, the Company will honour, for a period of one year, all of the non-monetary terms and conditions of all existing Support Structure arrangements that were entered into with the Company prior to the effective date of this Tariff. This one-year period shall commence on the effective date of this tariff and shall expire 12 months thereafter. After the expiry of this one-year period, all of the non-monetary terms and conditions of this Tariff shall apply to all existing Support Structure arrangements.

See page 5 for explanation of symbols

SUPPORT STRUCTURES

Item 4500. **SUPPORT STRUCTURE FACILITIES** – continued

9. Access Application Process

- 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. Additional Licensee’s communications-related equipment inserted into Licensee cabling attached to the Company’s strand (i.e. strand equipment) does not require an additional permit. Applications are not required 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.
- b) The Company’s response time for Applications will vary depending on the circumstances outlined below. In all cases, an Application will either be approved or denied in the response times identified below:
 - i. Response time within fifteen (15) calendar days applies to an Application for twenty (20) poles or less or five (5) Manholes or less.
 - ii. Response time within thirty (30) calendar days applies to an Application for more than twenty (20) but less than fifty (50) poles or more than five (5) but less than fifteen (15) Manholes.
 - iii. Response time to be determined based on specifics of the request applies to:
 - an Application exceeding the number of poles or Manholes specified in 2 above.
 - an Application for Support Structures in remote areas.
 - an Application impacted by unusual conditions.
- c) 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.
- d) 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.

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See page 5 for explanation of symbols

SUPPORT STRUCTURESItem 4500. **SUPPORT STRUCTURE FACILITIES** – continued**10. Access Application Process** – continued

- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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 Support Structure License Agreement and the Construction Standards. The Licensee shall provide the name and the type of work function to be performed by each contractor.
- j) 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.
- k) 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.

See page 5 for explanation of symbols

SUPPORT STRUCTURESItem 4500. **SUPPORT STRUCTURE FACILITIES** – continued**11. Access Application Process** – continued

- l) 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.
- m) 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.
- n) 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.
- o) 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.
- p) 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.
- q) When a Licensee has an existing presence on a Support Structure, the Licensee is only required to notify the Company that the Licensee intends to place one or more additional Subscriber Drop Wires(s). Where notification of the placement of Subscriber Drop Wires(s) is required, such notification must be provided within thirty (30) calendar days of such placement.

See page 5 for explanation of symbols

SUPPORT STRUCTURES

Item 4500. **SUPPORT STRUCTURE FACILITIES** – continued

12. Access Application Process – continued

- r) When the Subscriber Drop Wire cannot be attached by the Licensee, 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.

- s) 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.

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.

13. Rates and Charges

The following rates and charges apply to the licensing of the Company’s Support Structures:

a) 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 Support Structure License Agreement. The following non-recurring charges are applicable:

SUPPORT STRUCTURES

Item 4500. **SUPPORT STRUCTURE FACILITIES** – continued

14. Rates and Charges – continued

b) Non-Recurring Charges – continued

i. Unauthorized Attachment

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 Licensee’s Facility but has not issued a Permit.

Unauthorized Attachment per rental unit \$100.00

As an exception to the above mentioned non-recurring charge for unauthorized attachments, the Licensee may submit an Application for any of its Facilities attached on or in the Company’s Support Structures for which a Permit has not been previously issued by the Company and which has not been previously identified by the Company as an unauthorized attachment, within one hundred and eighty (180) calendar days following the effective date of this Tariff item. Any such Application received by the Company within this one hundred and eighty (180) day period will be subject to the terms and conditions of the present Tariff item, Support Structure License Agreement and Construction Standards with the exception that the effective date for the monthly rental for such attachments will be the effective date of approval of this Tariff item. Further, with the exception of those Facilities for which a monthly rental was not required under the preceding Company Tariff, the following non-recurring charge shall apply.

Unauthorized Attachment per rental unit \$25.00

See page 5 for explanation of symbols

SUPPORT STRUCTURES

Item 4500. **SUPPORT STRUCTURE FACILITIES** – continued

15. Rates and Charges – continued

c) Non-Recurring Charges – continued

ii. 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.

iii. 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 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.

iv. 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.

See page 5 for explanation of symbols

SUPPORT STRUCTURES

Item 4500. **SUPPORT STRUCTURE FACILITIES** – continued

16. Rates and Charges – continued

d) 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.

i. 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:

- for all of the Licensee’s Strands attached to such pole;
- when a) is not applicable, for all of the Company’s Strands supported by such pole, which Strands the Licensee uses; and
- when a) and b) are not applicable, for all other of the Licensee’s Facilities except 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.

Monthly pole rental unit rate \$0.80

ii. 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.

Monthly Strand rental unit rate \$0.24 per 36.6 metres

See page 5 for explanation of symbols

SUPPORT STRUCTURES

Item 4500. **SUPPORT STRUCTURE FACILITIES** – continued

17. Rates and Charges – continued

e) Monthly Rates – continued

iii. 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:

- when the Licensee’s cable uses a Conduit for a distance less than 30 metres; or
- when the Licensee’s cable enters a Manhole through a Conduit but uses less than 30 metres of Conduit; or
- when the Licensee’s cable leaves a Manhole through a Conduit but uses less than 30 metres of Conduit; or
- 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

See page 5 for explanation of symbols

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