

Appendix A
Amended Mark-up of Bell's Support Structure Tariff

Telecom Notice of Consultation CRTC 2020-366

Call for comments regarding potential regulatory measures to make access to poles owned by Canadian carriers more efficient

Reply of
Rogers Communications Canada Inc.

January 19, 2020

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Section 9 MISCELLANEOUS SERVICES Item 901 SUPPORT STRUCTURE SERVICE

901.1 Service Description

Support Structure Service provides, where Spare Capacity is available, a cable television undertaking or a Canadian carrier access to use Company owned or controlled Support Structures for the placement of its Facilities.

This item applies to **Bell Aliant** and **Bell Canada**.

901.2 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.

Approved Contractor – A contractor that has been approved by the Company to perform work on Support Structures in accordance with Item 901.4(i).

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:

- (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 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.

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.

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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.

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

Make-Ready – means the modification or replacement of the Company's Support Structures, or of the modification, replacement or removal of cables, equipment or other facilities on or in the Company's Support Structures, to accommodate additional cables, equipment or other facilities on or in the Company's support Structures.

OTMR Eligible Make-Ready is the following:

In the case of Make-Ready relating to a Support Structure that is a pole: the installation of additional guys and anchors; rearrangement, transfer or movement of strand and overlashed facilities and other equipment provided that splicing of active cabling is not required and the equipment is not a wireless antenna; removal of existing cabling and equipment that has clearly been abandoned or has been identified as abandoned by the owner of the cabling or equipment; and, all other work that does not reasonably pose a risk of outage or damages to Support Structures or facilities supported by the Support Structures and is not prohibited by an electrical utility with joint use rights to use the pole;

In the case of Make-Ready relating to a Conduit: rearrangement of racking of existing cabling within a Manhole, coring and placement of cabling; repair of a Conduit that is unavailable for occupancy due to blockage, including excavation at the pinch point; removal of existing cabling that has clearly been abandoned or has been identified as abandoned by the owner of the cabling; and replacement of an existing Conduit that connects the Manhole to the base of a pole with a larger duct to accommodate Licensee's cables.

OTMR Eligible Make-Ready does not include: pole replacement; work that is not permitted by an electrical utility with joint use rights to use the pole; and work that poses a reasonable risk of outages or damages to a Support Structure or facilities supported by the Support Structure, including splicing of active cabling and movement of wireless antenna.

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

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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 or for use by the Company for a designated project as identified in its current annual capital plan filed with the Commission, and the capacity required by the Company to meet its anticipated future **service** requirements. Spare capacity includes capacity that can be made available by correcting pre-existing Construction Code violations and/or rearranging existing facilities or removing abandoned facilities.

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.

Strand Equipment – Communications-related equipment inserted into 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.

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.

Support Structures - 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.

901.3 Terms and Conditions

- (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

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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 access to Support Structures in order to meet its current and anticipated future service requirements.~~
- (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) 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.
- (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.
- (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.
- (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.
- (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.
- (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~~thirty (930) days following written notification of the Licensee of the defects. The Licensee will notify the Company

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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.
- (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.
- (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 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 SSA regarding the Company's liability.
- (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.
- (r) A Licensee may conduct a search of Support Structures to determine if Spare Capacity is available. Any search of Support Structures that requires access to a Manhole must

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be performed by an Approved Contractor. The Licensee shall provide three (3) days prior notice to the Company before accessing any Manholes for this purpose.

- (s) Where the Licensee elects in writing at the time it submits its Application to the Company, the Licensee may use the one-touch make-ready (OTMR) process to complete OTMR Eligible Make-Ready required to make Spare Capacity available for the attachments requested in the Application. OTMR allows the Licensee to use an Approved Contractor to perform OTMR Eligible Make-Ready required to make capacity available for the attachments requested in the Application. The Application in this case shall include a certified description of the OTMR Eligible Make-Ready as well as a detailed estimate of the costs of correcting pre-existing Construction Standards violations or, if required, of replacing Support Structure(s), to make Spare Capacity available.

901.4 Access Approval Requirements

- (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.

Licensees intending to use the OTMR process must elect the process in writing in the Application.

The Company's response time for Applications will vary depending on size of the order and whether the Licensee elects the OTMR process the circumstances outlined as set out below. In all cases, an Application will either be approved or denied in the response time identified accordance with 1-3 below.

1. The Company shall determine whether the Application is complete before assessing the Application on the merits. If the Company does not respond within five (5) business days of receipt of an Application that elects the OMTR process or for any other Application within ten (10) business days of receipt of the Application, or if the Company rejects the application as incomplete but fails to specify any reasons in its response within this time period, then the Application is deemed complete. If the Company timely notifies the Licensee that the Application is not complete, then it must specify all reasons for finding it incomplete. Any resubmitted Application need only address the Company's reasons for finding the Application incomplete and shall be deemed complete within five (5) business days after its resubmission, unless the Company specifies to the Licensee which reasons were not addressed and how the resubmitted Application did not sufficiently address the reasons.
2. Where the Licensee states in the Application that it does not elect the OTMR process, the response times for approving or rejecting the Application from date of receipt of a complete Application are as follows:

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- a. Response time within fifteen (15) calendar days applies to an Application for twenty (20) poles or less or five (5) Manholes or less.
- b. Response time within thirty (30) calendar days applies to an Application for more than twenty (20) but less than or equal to fifty (50) poles or more than five (5) but less than or equal to fifteen (15) Manholes.
- c. Response time within forty-five (45) calendar days applies to an Application for more than (50) but less than or equal to three-hundred (300) poles or more than fifteen (15) but less than or equal to fifty (50) Manholes.
- d. Response time within sixty (60) calendar days applies to an Application for more than three-hundred (300) but less than or equal to (3000) poles or more than fifty (50) but less than or equal to one-hundred (100) Manholes.
- e. Response time subject to good faith negotiation for more than three-thousand (3000) poles or one-hundred (100) Manholes.

3. Where the Licensee states in the Application that it elects the OTMR process, the Application is deemed to be approved unless the Company rejects the Application within the following response times from the date of receipt of a complete Application:

- a. Response time within seven (7) calendar days applies to an Application for twenty (20) poles or less or five (5) Manholes or less.
- b. Response time within fifteen (15) calendar days applies to an Application for more than twenty (20) but less than or equal to fifty (50) poles or more than five (5) but less than or equal to fifteen (15) Manholes.
- c. Response time within twenty-five (25) calendar days applies to an Application for more than (50) but less than or equal to three-hundred (300) poles or more than fifteen (15) but less or equal to than fifty (50) Manholes.
- d. Response time within thirty (30) calendar days applies to an Application for more than three-hundred (300) but less than or equal to (3000) poles or more than fifty (50) but less than or equal to one-hundred (100) Manholes.
- e. Response time subject to good faith negotiation for more than three-thousand (3000) poles or one-hundred (100) Manholes. 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.~~

- (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

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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) If the Licensee does not perform its own search or does not include the search results in the Application 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. The time taken for the Licensee to accept a search estimate which has been requested by the Licensee shall not be included in the permit processing time periods identified in 904.4(a)2. above. If the Company performs a search, it shall provide three (3) days' notice of the search to the Licensee, and permit the Licensee to attend at the search. If the Licensee performs its own search and includes the search results in the Application, the Company may not charge a search charge unless it establishes the search results in the Application are materially and demonstrably inaccurate and there is no Spare Capacity.
- (e) Where Spare Capacity is not available, the Company will identify on or with the Application form the reasons why. The reasons shall include, but are not limited to, the following: the maximum and current loading of the structure; identification of capacity that can be made available by correcting pre-existing Construction Standards violations and/or rearranging existing attachments; and identification of any attachments on or in the structure that, to the Company's knowledge, are abandoned and the capacity that can be made available if these attachments are removed. In the case of ducts, a current picture showing capacity utilization of the duct should be included in the reasons for denial. For strand, the reasons for denial should state the diameter of the strand and the number of existing active cables that are over-lashed to the strand.
- (f) If the Company Licensee does not elects the OTMR process and Make-Ready is required to create the necessary Spare Capacity, the Company will estimate the necessary make-ready charges and forward them a detailed estimate of these charges to the Licensee for approval within the time period identified in 901.4(a)2. Any such estimate shall be broken down by each Make-Ready task and, for each task, include a breakdown of the material and labour costs (by total hours and hourly rate). 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. 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 and complete the necessary make-ready within the following time periods:

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<p><u>For Make-Ready work in the communications space on poles or in ducts</u></p>	<p>(i) <u>30 days for work on up to 300 poles or in up to 15 Manholes;</u> (ii) <u>75 days for work on 301-3000 poles or in 16 - 50 Manholes;</u> (iii) <u>Subject to good faith negotiations for work on more than 3000 poles or in more than 50 Manholes;</u> (iv) <u>Extensions may be permitted for good and sufficient cause notified to and agreed to by the permit applicant, but not for completion of any work required to correct pre-existing Construction Standards violations</u></p>
<p><u>For Make Ready-work on poles affecting attachments outside of the communications space, if the Company has the ability to perform or control the performance of the work</u></p>	<p>(i) <u>90 days for work on up to 300;</u> (ii) <u>135 days for work on 301-3000;</u> (iii) <u>Subject to good faith negotiations for work on more than 3000 poles;</u> (iv) <u>Extensions may be permitted for good and sufficient cause notified to and agreed to by the permit applicant, but not for completion of any work required to correct pre-existing Construction Standards violations</u></p>

- (g) On approval of an OTMR Application or otherwise as soon asWhen 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. **If the Licensee includes in its Application a statement by a certified engineer that the new attachments identified in the Application can be installed prior to completion of any necessary Make Ready without raising safety issues, the Company shall issue the Permit when the Application is approved, regardless of whether the Licensee has elected to use the OTMR process.** 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.
- (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.

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.

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- (i) The Company must maintain a reasonable list of Approved Contractors who are permitted to carry out OTMR Eligible Make-Ready and Manhole searches on behalf of a Licensee. 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. If the Licensee provides evidence that the contractor satisfies applicable health and safety, operational and insurance requirements, the Company shall confirm the contractor is an Approved Contractor.
- (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.
- (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.
- (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.
- (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

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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.

- (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 make-ready work **or perform the work itself if it qualifies as OTMR Eligible Make-Ready. If the Company performs the make ready work, When the make-ready work has been completed, the Licensee will be notified when the make ready work has been completed** 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.~~
- (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 **930** 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.

- (r) Where the Licensee elects the OTMR process and the Application is approved or deemed to be approved in accordance with 901.4(a)(3), the Licensee may use an Approved Contractor to perform the **OTMR Eligible Make-Ready**. The Company shall, within the period identified in 901.4(a)(3), provide to the Licensee a list with contact information of all other Licensee's with attachments **supported by the Support Structures that may be affected by the Make-Ready ("Affected Licensees")**. If the **OTMR Eligible Make-Ready** includes corrections of pre-existing **Construction Standards violations and/or pole replacements**, the Company shall agree to pay Licensee for the costs of completing this work or complete the work within **thirty (30) days** of the expiry of the applicable period in 901.4(a)(3). The Licensee must provide the Company and any Licensee with facilities attached to or in the Support Structure **Affected Licensees** with **fifteen (15) calendar days' prior written notice of commencement of the OTMR Eligible Make-Ready**. The prior written notice must include the date of commencement of the **OTMR Eligible Make-Ready**, a description of the work to be conducted **and the name of**

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the Approved Contractor that will perform the OTMR Eligible Make Ready and in order to allow Bell and any Affected Licensee to be present for the OTMR Eligible Make-Ready.

- (s) Where the Licensee elects the OTMR process, it must notify the Company and any Affected Licensee within 15 days after completion of the OTMR Eligible Make-Ready work on the Support Structure. The notice shall provide the Company and any other Affected Licensee with facilities attached to or in the Support Structure with ninety (90) calendar days from receipt to inspect the OTMR Eligible Make-Ready. The Company and any other Affected Licensee with facilities attached to or in the Support Structure have fourteen (14) calendar days from completion of their inspection to notify the Licensee that conducted the OTMR Eligible Make-Ready of any damage or Construction Standards violations as a result of the OTMR Eligible Make-Ready. Any claim of damage or engineering standards violations must be supported by specific reasons and adequate documentation. The Licensee has fourteen (14) calendar days from the date it receives specific reasons and adequate documentation of damage to fix the damage or engineering standards violations, or the Company may fix the damage or engineering standards violations and bill the Licensee for the work.

901.5 Rates and Charges

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

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

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

(2) Unreported Attachment

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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~~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

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

(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 performed by the Company~~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 the Licensee has elected not to perform a search and include the search results in an Application. When requested by the Licensee ~~or determined necessary by the Company,~~a detailed estimated of the charges for a search necessary to implement the Licensee's Application(s), will be forwarded to the to the Licensee for approval.

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(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 Make-Ready costs incurred to (i) correct pre-existing Construction Standards violations by the Support Structure(s) or any existing cables, equipment or other facilities on the Support Structure(s) or (ii) replace a pole, other than the remaining undepreciated value of the replaced pole and the costs of moving existing facilities from the old pole to the new pole., 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.

(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.

(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.

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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 rate rates apply

Company	Monthly Pole Rental Unit Rate
Bell Aliant	\$1.54
Bell Canada	\$1.04

(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 rates apply.

Company	Monthly Strand Rental Unit Rate
Bell Aliant	\$ 0.48 per 30 metres
Bell Canada	\$ 0.25 per 36.6 metres

(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

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