

## SPECIAL SERVICES

## Item

- 713 **USE OF SUPPORT STRUCTURES BY CABLE TELEVISION UNDERTAKINGS AND TELECOMMUNICATIONS CARRIERS** (C)
1. (a) The Company provides to the lessee the use of support structures for the installation of his facilities where such spare capacity is available and such use will not interfere with the rights of any joint user, other lessee and/or the Company. (C)
- In all circumstances, the Company has priority access to support structures in order to meet its current and anticipated future service requirements. (C)
- (b) Notwithstanding Item 3, the lessee is to obtain and maintain easements, servitudes, rights-of-way, privileges, municipal consents or other interests on or in land or watercourses, and crossing rights from railways, pipelines and other utilities, and written consents to his activities by any joint user or other third party as may be necessary for the placement, maintenance and operation of his facilities on or in support structures and is to provide written evidence of same upon request by the Company. Where the Company is entitled to grant permission to use easements, servitudes, rights-of-way, privileges, municipal consents or other interest on or in land or watercourses, and crossing rights from railroads, pipelines and other utilities, and written consents to the lessee's activities by any joint user or other third party as may be necessary for the placement, maintenance and operation of the lessee's facilities on or in support structures, the lessee shall be granted such rights and the Company shall provide written evidence of such rights upon request by the lessee. In the event of default on the part of the lessee in complying with the present sub-item, the Company may, upon notice to him, terminate forthwith only the permit covering the affected support structure.
- (c) Nothing contained in this Tariff is to be deemed to limit, restrict or prohibit the Company from honouring existing or entering into future joint-use agreements regarding support structures used or offered under this Tariff and the agreement with the lessee.
- (d) The Company has the right to set and enforce construction standards based on safety and technical requirements, provided that those standards do not unreasonably impede access by other telecommunications carriers and cable television undertakings. (C)
2. The lessee's application for use of support structures is to be in writing. When the lessee has an existing presence on a support structure, they are only required to notify the Company that they intend to place one or more additional subscriber drop(s). Furthermore, notification is also required where the only use of the pole is for attachment of the lessee's subscriber drop(s). (C)
3. At the time of any application for use of support structures the lessee is to be the holder of all required authorizations from the appropriate regulatory authorities regarding the territory he serves or intends to serve and is to furnish documentary evidence of same at the request of the Company.

## SPECIAL SERVICES

## Item

713 **USE OF SUPPORT STRUCTURES BY CABLE TELEVISION UNDERTAKINGS AND TELECOMMUNICATIONS CARRIERS (cont'd)** (C)

The types of services provided by the lessee must be provided in accordance with applicable legislation and regulation. The type of plant placed on or in the Company's support structures is subject to restrictions related to safety and technical requirements referred to in Sub-item 1(d) above. (C)

4. The Company issues a permit to the lessee allowing him to use the support structures as described in the permit. Should the lessee not start the installation of his facilities on or in the support structures specified in the permit within 60 days from the date of the permit, the Company may require re-submission of the application subject to the rentals and charges specified herein. The Company does not guarantee that any conduit assigned in the permit is in good condition and unobstructed. All work and material required to make such conduit usable by the lessee, including backfilling and repaving where applicable, are to be performed and provided by him at his expense.
5. An additional application for use of support structures is required for additions to, rearrangements, transfers, replacements or removals of the lessee's equipment in underground support structures and facilities for which a rental is provided for in this Tariff. (C)
6. Cable television undertakings and telecommunications carriers are permitted to construct, maintain and operate their own plant and equipment on or in the Company's support structures, using their own labour force or contractor, subject to the terms and conditions contained in this tariff or in any support structure agreement approved by the Commission. (C)
7. Work, for which an application for use of support structures is required, is to be performed only after the lessee has notified the Company in writing, at least 20 days in advance, of the person, firm partnership or corporation, including the lessee, that is to perform the work. Within 15 days of receiving such notice, the Company may, based on objectively reasonable grounds, notify the lessee that the person or entity that is to perform the work (excluding the lessee) is unacceptable, and the work cannot be performed on that basis. (C)
8. The Company has no obligation to provide any support structures when such support structures do not exist. When the Company elects to place or obtain such support structures for the use of the lessee a charge, based on the expense incurred, applies.
9. When the Company decides to remove any support structures it will give notice of at least 60 days to the lessee of the termination of the permit for the affected support structures. The lessee is to remove his facilities from the Company's support structures at his expense and within that period.

## SPECIAL SERVICES

## Item

713

**USE OF SUPPORT STRUCTURES BY CABLE TELEVISION UNDERTAKINGS AND TELECOMMUNICATIONS CARRIERS (cont'd)**(C)  
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10. When the lessee has removed his facilities he is to notify the Company which will then terminate the affected permit or permits.
11. The lessee is responsible for the following at his expense:
  - (a) to install, maintain, rearrange, replace, repair, remove or transfer his facilities or perform any other work, all to meet the Company's requirements and within the time period specified by the Company;
  - (b) to rearrange, replace, remove or transfer his facilities located on or in support structures or perform any other work at the request of and within the time period specified by a third party who is exercising his rights.
12. Rentals and charges applicable are stated in the following sub-items. The Company may require the lessee to pay in advance any of the charges or estimated charges stated in this Tariff.
13. A charge, based on the expense incurred, applies for all work required to determine availability of support structures and to estimate charges for any work on, in or near the support structures or the Company's or joint-user's facilities required to implement each of the lessee's applications or each of the lessee's requests for such work as required for the installation of subscriber drop wires.
14. A charge, based on the expense incurred, may apply for inspections and verifications made by the Company as provided for in the agreement with the lessee.
15. A charge, based on the expense incurred, applies for any work performed on, in or near the support structures or the Company's or joint-user's facilities to meet the lessee's requirements, including, but not limited to, any additional investment or advance planned investment or reinforcement required in order to serve the lessee's requirements.
16. In the event of a dispute between the Company and the lessee respecting the reasonableness of any charge made under any one of Sub-items 13, 14 and 15, either party may apply to the Canadian Radio-television and Telecommunications Commission for settlement.
17. After notice to the lessee that he is to perform work under the terms and conditions of the Company's Tariffs or the agreement and after his failure to do so within the time period specified the Company may perform such work and a charge applies based on the expense incurred.
18. Support structure users may not assign, sub-let, sub-license or otherwise transfer their access to support structures to third parties without the Company's prior written consent, which consent shall not be unreasonably withheld.

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**SPECIAL SERVICES**

**Item**

**713 USE OF SUPPORT STRUCTURES BY CABLE TELEVISION UNDERTAKINGS AND TELECOMMUNICATIONS CARRIERS (cont'd)**

(C)

19. The rental charges specified in this Sub-item apply for each month for the permitted use of support structures. They are payable monthly in advance and apply to all permits in force on the enumeration date.

(C)

(a) Pole

(C)

The rental charge that follows applies to each pole, either owned by the Company or on which it possesses rights entitling it to allow placement of the lessee's facilities, as follows:

- i) for all of the lessee's strands permitted to be attached to such pole;
- ii) when (i) is not applicable, for all of the Company's strands supported by such pole, which strands the lessee is permitted to use;
- iii) when (i) and (ii) are not applicable, for all other of the lessee's facilities, except subscriber drop wires, permitted to be attached to such pole.

For greater certainty there shall be only one rental per lessee for each pole in any circumstance

Monthly Rental Charge.....\$ 0.80

(C)

(b) Strand

(C)

The rental charge that follows applies to each strand span or portion thereof owned by the Company or on which it possesses rights entitling it to allow the placement of the lessee's facilities, for each lessee's cable having a maximum outer diameter of 30.5 millimetres permitted to be attached to such strand.

Monthly Rental Charge.....\$ 0.24  
(Note 1)

(C)

Note 1: Based on an average strand span of 36.58 metres and in accordance with Telecom Decision CRTC 95-13 rate of \$0.20 per 30 metres or equivalent.

SPECIAL SERVICES

Item

713 USE OF SUPPORT STRUCTURES BY CABLE TELEVISION UNDERTAKINGS AND TELECOMMUNICATIONS CARRIERS (cont'd)

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19. (cont'd)

(c) Conduit

The rental charge that follows applies to each 30 metres of conduit or fraction, accumulated for each lessee's distribution area, owned by the Company or on which it possesses rights entitling it to allow the placement of the lessee's facilities, for each lessee's cable having a maximum outer diameter of 30.5 millimetres permitted to be installed in an underground support structure. A minimum charge equivalent to the following rentals applies for each such lessee's cable permitted to be installed in an underground support structure in each of the following conditions:

(C)  
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- (i) when the lessee's cable is permitted to use a conduit for a distance of less than 30 metres; or
- (ii) when the lessee's cable is permitted to enter a manhole through a conduit but using less than 30 metres of conduit; or
- (iii) when the lessee's cable is permitted to leave a manhole through a conduit but using less than 30 metres of conduit; or
- (iv) when the lessee's cable is permitted to use a manhole without using a conduit to enter or leave the manhole.

Monthly Rental Charge ..... \$2.25

(C)